



EXECUTIVE COMMITTEE AGENDA
Room 700, Law and Justice Center

December 9, 2003

4:30 p.m.

1. Call to Order
2. Chairman's Approval of Minutes -- November 12, 2003
3. Appearance by Members of the Public
4. Departmental Matters
5. Report of Standing Committees:
 - A. Executive Committee - Chairman Sweeney
 - 1) Items to be Presented for Committee Action:
 - a) REAPPOINTMENTS:

McLean County Regional Planning Commission
Ms. Christine Brauer
13963 North Rengel Drive
RR #3, Box 546
Bloomington, IL 61704
Appointed to a three year term scheduled
to expire on December 31, 2006

Sheriff's Office Merit Commission
Ms. Margene Taylor
1633 Erin Drive
Normal, IL 61761
Appointed to a six year term scheduled
to expire on December 31, 2009

Golden Rule Drainage District

Mr. David Wilkins

12022 E. 950 North Road

Chenoa, IL 61726

Appointed to a three year term scheduled
to expire on the first Tuesday in September 2006

APPOINTMENTS:

None

RESIGNATIONS:

None

- | | | |
|----|---|-----|
| b) | Request Approval of an Ordinance Establishing a Holiday Schedule for County Employees for the Year 2004 | 1-2 |
| c) | Request Approval of an Ordinance Establishing County Board Meeting Dates for Calendar Year 2004 | 3 |
| d) | Request Approval to purchase Automated Citation Software | 4 |
| e) | Request Approval to renew IBM Software/ Hardware Contract on the AS/400 | 5-6 |
| f) | Request Approval of Resolution of Congratulations for the 2003 Bloomington High School Boys Football Team | 7 |
| g) | Request Approval of Resolution of Congratulations for the 2003 LeRoy High School Boys Football Team | 8 |
| h) | Request Approval of Resolution of Congratulations for the 2003 Central Catholic High School Girls Volleyball Team | 9 |
| 2) | <u>Items to be Presented for Information:</u> | |
| a) | Information Services – Monthly Status Report | 10 |
| b) | General Report | |
| c) | Other | |

B. Transportation Committee - Chairman Bass

- 1) Items to be Presented to the Board:
 - a) Request Approval of 2004 MFT
Maintenance Resolution
 - b) Request Approval of 2004 County
Engineer MFT Salary Resolution
 - c) General Report
 - d) Other

- C. Finance Committee – Chairman Sorensen
- 1) Items to be Presented for Committee Action:
 - a) Request Approval of an Emergency Appropriation Ordinance Amending the Fiscal Year 2003 Combined Annual Appropriation and Budget Ordinance, General Fund 0001, Facilities Management Department 0041 – Health Department Building 0046 11-12
 - b) Request Approval of a Resolution Concerning the placement of a referendum question on the ballot of the March 16, 2004 election pursuant to the Constitution of the State of Illinois and the Election Code 13-14
 - 2) Items to be Presented to the Board:
 - a) Request Approval of a Resolution of the McLean County Board Establishing Mileage Reimbursement Rate for use of Private Vehicles for County Business – January 1, 2004 – December 31, 2004 15-18
 - b) Request Approval of Position Classifications And Pay Ranges for Fiscal Year 2004 19-23
 - c) Request Approval of General Compensation Plan for Non-Union Employees for Fiscal Year 2004 24-37
 - d) Request Approval of Assignment of Rights by the County to Westfield Insurance Company 38-40
 - e) Request Approval of Agreement with CCMSI to Provide Third Party Claims Services 41-53
 - f) Request Approval of a Resolution Establishing Charges for the McLean County Nursing Home – January 1, 2004 – December 31, 2004 54-55
 - g) Request Approval of AccuVote Optical Scan Voting System Proposal 56-57
 - h) Request Approval of Lease-Purchase Financing Commitment Letter from Commerce Bank 58-59
 - i) Request Approval of Resolution seeking Reimbursement for Purchase of Optical Scan Voting System 60-67
 - j) General Report
 - k) Other

D. Justice Committee – Chairman Renner

1) Items to be Presented for Committee Action:

- a) Request Approval of 2004 Intergovernmental Agreements for Jail Booking Services:
 - (1) City of Bloomington 68-69
 - (2) Town of Normal 70-71
 - (3) Illinois State University 72-74
- b) Request Approval of 2004 Vehicle Bids for Sheriff's Department and Coroner's Office 75

2) Items to be Presented to the Board:

- a) Request Approval of Compensation Level for second year of contract Agreement with OSF Healthcare System and Kenneth Ionue, M.D., for the provision of Physician Services at the McLean County Adult Detention Facility 76-80
- b) Request Approval of Compensation Level for second year of Contract Agreement with Dennis Krug, DDS, for the provision of Dental Clinician Services for the McLean County Adult Detention Facility 81-84
- c) Request Approval for Renewal of a Contract with the McLean County Center for Human Services for the provision of Mental Health Services for the McLean County Detention Facility 85-89
- d) Request Approval of Typewriter Maintenance Agreements with Paxton's Inc. 90-98
- e) Request Approval to Award the Jail Kitchen Chemical Bids to Ecolab, Inc. 99-103
- f) Request Approval of a Contract with Rev. Colleen Bennett for the provision of Chaplain services for the McLean County Jail 104-105
- g) Request Approval of a Letter of Understanding between the McLean County Board and the Regional Office of Education for McLean and DeWitt Counties – GED Services in the Adult Detention Facility 106-108
- h) Request Approval of a Maintenance Agreement with Identix for the Live-Scan Fingerprinting System in the McLean County Detention Facility 109-113

- j) Request Approval of Work Order Number 13 for Professional Services Agreement with Northrop Grumman Space and Mission Systems, Inc. – Civil Case Management - Circuit Clerk's Office 114-116
 - k) Request Approval of Work Order Number 14 for Professional Services Agreement with Northrop Grumman Space and Mission Systems, Inc. for Consulting Services 117-124
 - l) General Report
 - m) Other

- E. Land Use and Development – Chairman Gordon
 - 1) Items to be Presented for Committee Action:
 - a) Request Approval for a Regional Planning Service Agreement – Regional Planning Commission
 - 2) Items to be Presented to the Board:
 - a) Request Approval for waiver of Preliminary Plan requirements and a one lot final Subdivision by Edward S. Brown, Jr., File No. S-03-14 125-128
 - b) Request Approval for a waiver of Preliminary Plan requirements and a three lot subdivision plat for the for the Flatbush Subdivision by Nord Enterprises, Inc., File No. S-03-15
 - c) Request Approval of an Ordinance to Amend Fees in the Department of Building and Zoning
 - d) General Report
 - e) Other

- F. Property Committee – Chairman Bostic
 - 1) Items to be Presented to the Board:
 - a) Request Approval of Bid Schedule for Renovation and Restoration of Dome and Roof Areas of McLean County Museum of History: Illinois Public Museum Capital Grant project by Wiss, Janney, and Esltner, Inc.
 - b) Request Approval to install a Data Aire Unit at McLean County Museum of History
 - c) Request Approval of Lease Agreement for Veterans' Assistance Commission at 200 W. Front Street – (Health Department Building)
 - d) General Report
 - e) Other

G. Report of the County Administrator

1) Items to be Presented for Information:

a) General Report

b) Other

6. Other Business and Communications

7. Recommend Payment of Bills and Approval of Transfers, if any, to County Board

8. Adjournment

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1) Items to be Presented for Information:

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6. Other Business and Communications

7. Recommend Payment of Bills and Approval of Transfers, if any, to County Board

8. Adjournment

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CHAPTER 5 - COUNTY BOARD

ORDINANCE ESTABLISHING A HOLIDAY SCHEDULE
FOR COUNTY EMPLOYEES FOR THE YEAR 2004

WHEREAS, it is necessary each year that a holiday schedule for County employees be established; and,

WHEREAS, the Executive Committee has deemed it necessary and advisable to recommend a holiday schedule for certain County employees for the year 2004 pursuant to Article 4 of the McLean County Personnel Policies and Procedures adopted October 19, 1982, and subsequently amended; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

5.92-1 That the following 10-day holiday schedule for McLean County employees who are not members of a recognized collective bargaining unit for the year 2004 shall be as follows:

| | | |
|------------------------|----------|------------------------------|
| New Year's Day | Thursday | January 1, 2004 |
| Martin Luther King Day | Monday | January 19, 2004 |
| President's Day | Monday | February 16, 2004 |
| Memorial Day | Monday | May 31, 2004 |
| Independence Day | Monday | July 5, 2004 (Observed) |
| Labor Day | Monday | September 6, 2004 |
| Veteran's Day | Thursday | November 11, 2004 |
| Thanksgiving Day | Thursday | November 25, 2004 |
| Day after Thanksgiving | Friday | November 26, 2004 |
| Christmas Day | Friday | December 24, 2004 (Observed) |

5.92-2 That all County-paid employees covered by this ordinance shall comply with the holiday schedule stated in 5.92-1, and no such County employee shall receive compensation for any holiday other than those authorized above except that County-paid employees of the Circuit Court, i.e., Department 16 in Fund 001, shall comply with the holiday schedule adopted by the Eleventh Judicial Circuit.

5.92-3 That this Ordinance shall be posted in the Administrator's Office, Switchboard/Receptionist Desk at the Law and Justice Center, McLean County Nursing Home, County Highway Department, Sheriff's Department, Fairview Building, Juvenile Detention Center, 200 West Front Street Building and at the Public Library of Bloomington and Public Library of Normal.

(2)

5.92-4 That the Ordinance Establishing a Holiday Schedule for County Employees for the Year 2003 is hereby repealed effective December 31, 2003.

ADOPTED by the County Board of McLean County, Illinois, this 16th day of December, 2003.

ATTEST:

APPROVED:

Peggy Ann Milton, Clerk of the County Board,
McLean County, Illinois

Michael F. Sweeney, Chairman
McLean County Board

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CHAPTER 5 - COUNTY BOARD

AN ORDINANCE ESTABLISHING COUNTY BOARD MEETING DATES
FOR CALENDAR YEAR 2004

WHEREAS, it is necessary each year that the regular meetings of the McLean County Board be established; and

WHEREAS, the Executive Committee has deemed it necessary and advisable to recommend establishing County Board meeting dates pursuant to Illinois Compiled Statutes (2000), Chapter 5, Section 120/2.02; now, therefore,

BE IT ORDAINED by the McLean County Board, now meeting in regular session, that:

(1) The regular monthly meetings of the County Board shall be in Room 700, McLean County Law and Justice Center, 104 West Front Street, Bloomington, Illinois, on the following dates at the following times in calendar year 2004:

| | | |
|---------|--------------------|-----------|
| Tuesday | January 20, 2004 | 9:00 a.m. |
| Tuesday | February 17, 2004 | 9:00 a.m. |
| Tuesday | March 16, 2004 | 9:00 a.m. |
| Tuesday | April 20, 2004 | 9:00 a.m. |
| Tuesday | May 18, 2004 | 9:00 a.m. |
| Tuesday | June 15, 2004 | 9:00 a.m. |
| Tuesday | July 20, 2004 | 9:00 a.m. |
| Tuesday | August 17, 2004 | 9:00 a.m. |
| Tuesday | September 21, 2004 | 9:00 a.m. |
| Tuesday | October 19, 2004 | 9:00 a.m. |

(2) The regular monthly meetings of the County Board shall be in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois, on the following dates at the following times in calendar year 2004:

| | | |
|---------|-------------------|-----------|
| Tuesday | November 16, 2004 | 9:00 a.m. |
| Tuesday | December 21, 2004 | 9:00 a.m. |

ADOPTED by the County Board of McLean County, Illinois, this 16th day of December, 2004.

ATTEST:

APPROVED:

Peggy Ann Milton, Clerk of the County Board
McLean County, Illinois

Michael F. Sweeney, Chairman
McLean County Board



INFORMATION SERVICES
 (309) 888-5100 FAX (309) 888-5209
 104 W. Front, Room 702, P.O.Box 2400 Bloomington, Illinois 61702-2400

**Request for Approval
 To Purchase Automated Citation Software**

To the Honorable Members of the Executive Committee and the McLean County Board:

Information Services requests permission to purchase automated citation software. This software will allow the Sheriff's office to produce citations that are typed rather than handwritten. The electronic data fed through this system can be worked with in order to automate citation entry in the Circuit Clerk's office.

The Town of Normal has indicated a willingness to use the same system and will be splitting the cost of the third item as well as maintenance costs with the County. The City of Bloomington is interested in the product as well but has not yet committed itself financially. This request is brought with the support of the Sheriff and the Circuit Clerk and in coordination with the Normal Police Department.

Only 15 printers are specified as that is the number of cars the County plans to outfit. The price break of purchasing 25 (50 in concert with Normal) provides a lower cost than if the County purchased only 15 at the higher rate.

Should Bloomington also decide to go live with the system, the 10 additional licenses could be charged back to Bloomington in order further recover costs. Alternatively, they can be sold to rural agencies that desire to use the system.

| | | | |
|-------------------------------|----|-----------|--------------------|
| Verbal Response Component | 25 | \$275.00 | \$ 6875.00 |
| Auto-population of Citation | 25 | \$137.50 | \$ 3437.50 |
| ½ APS Interface Mobile to App | 1 | \$2500.00 | \$ 2500.00 |
| Epson Ticket Printers | 15 | \$ 550.00 | \$ 8250.00 |
| Maintenance (County Share) | 1 | \$2306.25 | \$ 3791.25 |
| Total | | | \$24,853.75 |

Illinois law ILCS 5/5-1022 (d) states "Notwithstanding the provisions of this Section [purchasing], a county may let *without advertising for bids* in the case of purchases and contracts, when individual orders do not exceed \$25,000, for the use, purchase, delivery, movement or installation of *data processing equipment, software, or services and telecommunications and inter-connect equipment, software and services*".

To simplify the process, I further request permission to issue a purchase order for the entirety of the shared items, contingent upon receiving a letter/memo of understanding from the Town of Normal regarding the reimbursement of those expenses.

Respectfully submitted,

Craig Nelson
 Director, Information Services.



INFORMATION SERVICES

(309) 888-5100 FAX (309) 888-5209

104 W. Front. Room 702, P.O.Box 2400

Bloomington, Illinois 61702-2400

**Request for Approval
To Renew IBM Software/Hardware Contract on the AS/400**

To the Honorable Members of the Executive Committee:

Information Services requests permission to renew our hardware and software maintenance contract with LRS IT solutions. The renewal is for three years, and covers the AS/400 computer which houses our payroll system, property tax system and budgetary financial systems. Monies budgeted for this remain in the Fiscal Year 2003 budget.

Information Services respectfully requests the renewal of the attached contract.

I'll be happy to answer any questions you may have.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Craig Nelson", is written in black ink.

Craig Nelson
Director, Information Services.



Levi, Ray & Shoup, Inc.
 2401 West Monroe Street
 Springfield, Illinois 62704
 P: 217.793.3800
 F: 217.787.6893
 www.LRS.com

September 23, 2003

Ms. Sharon Daniels
 McLean County Law and Justice Center
 104 West Front Street, Room 702
 Bloomington, IL 61702

Dear Sharon,

Thank you for your continued interest in working with LRS IT Solutions. This proposal presents renewal pricing for your 3-year prepaid IBM Hardware Maintenance and Software Maintenance contracts.

IBM records indicate that Software Subscription for your iSeries Model 820 (Serial# 56XZM) will expire on November 23, 2003. Hardware Maintenance for the iSeries hardware and peripherals will expire on November 28, 2003.

Table One presents pricing for a renewal of these items.

| Table One: HW Maintenance and SW Maintenance Pricing | | | |
|---|--|-----------------|-----------------|
| Type / Model | Description | Quantity | Price |
| 9406-820 | iSeries Model 820 (Serial# 56XZM) • SW Maintenance (P10) – 3-yr prepay | 1 | \$10,910 |
| 7208-342 | 8mm External Tape Drive (Serial# P9480) • HW Maintenance – 3-yr prepay | 1 | \$2,447 |
| 7852-400 | AS/400 Data/Fax Modem v.34 (Serial# 42W6610) • HW Maintenance – 3-yr prepay | 1 | \$101 |
| 9406-820 | iSeries Model 820 (Serial# 56XZM) • HW Maintenance – 3-yr prepay | 1 | \$8,062 |
| TOTAL | | | \$21,520 |

Please review this proposal, and call me should you have any questions. I will follow up with you soon. Thank you again for choosing LRS IT Solutions, your Premier IBM Business Partner.

Sincerely,

Steve Madonia
 iSeries Sales Specialist

RESOLUTION OF CONGRATULATIONS

WHEREAS, the McLean County Board wishes to recognize the outstanding performance by the student athletes and the coaches of the Bloomington High School varsity boys' football team during the 2003 football season; and,

WHEREAS, the Bloomington High School varsity boys' football team finished the 2003 season with an overall season record of 13 wins and 1 loss; and,

WHEREAS, the Bloomington High School varsity boys' football team were Big 12 Conference Champions, and were runner up in the Class 6-A Finals of the IHSA State Championship; and,

WHEREAS, it is appropriate and fitting for the McLean County Board to recognize and congratulate Head Football Coach Rigo Schmelzer, Assistant Coaches Don Anderson, Paul Weltha, Mark Becika, Rich Baldwin, Alan Kuchefski, and Drew Moore, and Team Members Adrian Arrington, Tanner Pachis, Coty Thompson, Jeremy Peden, John Hamrin, Mark Spence, James Wade, Daniel Nathan, Brent Holtz, Jake Callahan, Garrett Thompson, Ryan Strebing, Brandon Hughes, Billy Kummer, Eric Tapley, Donald Brown, Justin Harrison, Arturo Salazar, Justin Grant, Rod Castillo, Trmain Durham, Jody Brennan, Vincent Davidson, Steve Brown, Valshun Powe, Reed Welch, Shane Shubbe, Ryan Esch, Dane Ramirez, Mikey Kelch, Adam Bishop, Dan Pettie, Adam Jansen, Jeremy Early, Jeremy Byrd, Bryce Henneberg, Eric Miller, Greg Higby, Emmanuel Jones, Luke Mauer, Matt Logsdon, Kurt Jenkins, Casey Frank, Jared Woodrey, Derrell Nicholas, Mike Neumann, and Tim McAvoy, now; therefore,

BE IT RESOLVED by the members of the McLean County Board that the student athletes and coaching staff of the Bloomington High School varsity boys' football team are to be congratulated on winning the Big 12 Conference Championship, and on reaching the Championship game of the Illinois High School Association's Class 6-A State Football Playoff and on an outstanding season.

ADOPTED by the McLean County Board this 16th day of December, 2003.

ATTEST:

Peggy Ann Milton, Clerk of the McLean County Board
McLean County, Illinois

APPROVED:

Michael F. Sweeney, Chairman
McLean County Board

RESOLUTION OF CONGRATULATIONS

WHEREAS, the McLean County Board wishes to recognize the outstanding performance by the student athletes and the coaches of the LeRoy High School varsity boys' football team during the 2003 football season; and,

WHEREAS, the LeRoy High School varsity boys' football team finished the 2003 season with an overall season record of 13 wins and 1 loss; and,

WHEREAS, the LeRoy High School varsity boys' football team were the 2003 runner up in the Class 1-A Finals of the IHSA State Championship and this was LeRoy High School's third trip to the State Championship since 1996; and,

WHEREAS, it is appropriate and fitting for the McLean County Board to recognize and congratulate Head Football Coach B.J. Zeleznik, Assistant Coaches Mark DeLaere, Doug Larson, Greg Conn, Derek Mead, Josh Clemons, Jake Kennedy and Jim Zelezink and Team Members Josh Day, Tom Marcum, Drew Lindstrom, Tyler Elmore, Brian Morse, Miles Morris, Kyle Koerner, Justin Samples, Tyler Douglas, Kyle Knuth, Justin Hubbard, T.J. Schopp, Rodney Henson, Thomas Ready, Kyle Samples, Ryan Koerner, Derek Dean, Logan Poppe, Travis Wheet, Michael Byro, Cody Kline, Dan Crumbaugh Jordan Nechkash, Chris Hafley, Justin Underwood, Cody Trenkle, Tim Jackson, Graham Nechkash, Brent Alexander Dustin Barding, Brett Bruning, Derrick Hankins, Nick Bronke, Dane Halm, Matt King, Mike Corzine, Alex Morgan, Jim Fike, Jason Matlock, Matt Bryan, Tom Kelly, Garrett Moyer, Austin Spratt, Jacob Flegel, Jesse Day, Jordon Stone, now; therefore,

BE IT RESOLVED by the members of the McLean County Board that the student athletes and coaching staff of the LeRoy High School varsity boys' football team are to be congratulated on reaching the Championship game of the Illinois High School Association's Class 1-A Division Football Championship and on an outstanding season.

ADOPTED by the McLean County Board this 16th day of December, 2003.

ATTEST:

Peggy Ann Milton, Clerk of the McLean County Board
McLean County, Illinois

APPROVED:

Michael F. Sweeney, Chairman
McLean County Board

RESOLUTION OF CONGRATULATIONS

WHEREAS, the McLean County Board wishes to recognize the outstanding performance by the student athletes and the coaches of the Central Catholic High School varsity girls' volleyball team during the 2003 volleyball season; and,

WHEREAS, the Central Catholic High School varsity girls' volleyball team finished the 2003 season with an overall season record of 36 wins and 5 losses; and,

WHEREAS, the Central Catholic High School varsity girls' volleyball team advanced through the IHSA Class A girls' volleyball tournament and won the Regional championship, the Sectional championship, the Super-Sectional championship, and placed third in the IHSA Class A State Championship; and,

WHEREAS, it is appropriate and fitting for the McLean County Board to recognize and congratulate Head Volleyball Coach Daniel Rolph, Assistant Coaches Keith Kosharek, Darren Voth and Mark Quenette and Team Members Allie Adams, Sarah King, Liz Meadows, Sara Swanlund, Chelsea Rolph, Lizzy Rondone, Joellen Miller, Katie Johnson, Jenni Kobus, Megan Naborowski, Amy Olson, Lauren Lachavich, Amy Schmitz, and, Michelle Donnelly; and team statisticians, Teresa Kirk and Kelsey Lockett, now, therefore,

BE IT RESOLVED by the members of the McLean County Board that the student athletes and coaching staff of the Central Catholic High School varsity girls' volleyball team are to be congratulated on IHSA Class A girls' volleyball tournament, and on an outstanding season.

ADOPTED by the McLean County Board this 16th day of December, 2003.

ATTEST:

APPROVED:

Peggy Ann Milton, Clerk of the McLean County Board
McLean County, Illinois

Michael F. Sweeney, Chairman
McLean County Board



McLean County

INFORMATION SERVICES

(309) 888-5100 FAX (309) 888-5209

104 W. Front, Room 702, P.O.Box 2400

Bloomington, Illinois 61702-2400

**Information Services Status Report
December 9, 2003**

To the Honorable Members of the McLean County Executive Committee and the McLean County Board:

Following is a brief summary of issues addressed by Information Services since my last report in September.

General Administration:

Met with Illinois State Police and IDOT regarding new software developments
Investigating telephonic auto-attendant options
Investigating Industrial Speed Printing capability
Working on creation of new Tax Cycle RFP
Filled vacant Data Security Specialist position

Hardware/Network

Began implementation of Windows 2003 project
Prepared and installed new computers in the Circuit Clerk's office
Met with Government Center cabling contractor regarding concerns.

Programming/Database/Web

Created forms for state mandated racial profiling system
Met with Health Dept regarding combining of Environmental health systems

Respectfully submitted,

Craig Nelson

Craig Nelson
Director of McLean County Information Services

An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2003
Combined Annual Appropriation and Budget Ordinance
General Fund 0001, Facilities Management Department 0041
Health Department Building 0046

WHEREAS, the McLean County Board, on November 19, 2002, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2003 Fiscal Year beginning January 1, 2003 and ending December 31, 2003; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the General Fund 0001, Facilities Management Department 0041, Health Department Building 0046; and,

WHEREAS, the Property Committee and the County Board recommended approval of the bid award for the installation of new exterior metal siding for the Health Department Building; and,

WHEREAS, it is necessary to amend the fiscal year 2003 Combined Annual Appropriation and Budget Ordinance in order to appropriate in fiscal year 2003 sufficient funds to pay the costs of installing the new exterior metal siding for the Health Department Building; and,

WHEREAS, sufficient funds are available in the unappropriated fund balance of the General Fund 0001 and in certain Health Department Special Revenue Funds to pay the costs of installing the new exterior metal siding for the Health Department Building; and,

WHEREAS, the Finance Committee, on Tuesday, December 2, 2003, approved and recommended to the County Board an Emergency Appropriation Ordinance to amend the Combined Annual Appropriation and Budget Ordinance for Fiscal Year 2003; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to add to the appropriated budgets of the following funds of the Health Department, the following amounts:

Unappropriated Fund Balance:

| | |
|--------------------------|---------------------|
| 0112-0061-0062-0400.0000 | \$ 92,228.03 |
| 0111-0061-0062-0400.0000 | \$ 20,000.00 |
| 0106-0061-0062-0400.0000 | \$ 25,000.00 |
| 0109-0061-0062-0400.0000 | \$ 15,108.14 |
| 0113-0061-0062-0400.0000 | \$ <u>16,663.83</u> |
| Total | \$169,000.00 |

(2)

2. That the County Auditor is hereby directed to amend the approved and adopted budgets of the Health Department, the following amounts:

Interfund Transfers:

| | |
|--------------------------|---------------------|
| 0112-0061-0062-0999.0001 | \$ 92,228.03 |
| 0111-0061-0062-0999.0001 | \$ 20,000.00 |
| 0106-0061-0062-0999.0001 | \$ 25,000.00 |
| 0109-0061-0062-0999.0001 | \$ 15,108.14 |
| 0113-0061-0062-0999.0001 | <u>\$ 16,663.83</u> |
| Total | \$169,000.00 |

3. That the County Clerk shall provide a certified copy of this ordinance to the County Treasurer, County Auditor, Health Department Administrator and County Administrator.

ADOPTED by the County Board of McLean County this 16th day of December, 2003.

ATTEST:

APPROVED:

Peggy Ann Milton, Clerk of the County Board
of McLean County, Illinois

Michael F. Sweeney, Chairman
McLean County Board

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**RESOLUTION OF THE McLEAN COUNTY BOARD CONCERNING
THE PLACEMENT OF A REFERENDUM QUESTION ON THE BALLOT OF
THE MARCH 16, 2004 ELECTION PURSUANT TO THE CONSTITUTION OF
THE STATE OF ILLINOIS AND THE ELECTION CODE**

WHEREAS, pursuant to Article VII, Section 4 of the Constitution of the State of Illinois, the manner of selection of the Office of the County Recorder may be changed by countywide referendum; and

WHEREAS, Section 28-7 of the Election Code authorizes the McLean County Board to initiate such public question by Resolution and certify the submission of a referendum thereon to the McLean County Clerk; and

WHEREAS, the McLean County Board deems it necessary and appropriate to submit to the voters of the County the question of whether the Office of the McLean County Recorder should be appointed by the McLean County Board rather than remain an elected office; now therefore,

BE IT RESOLVED AND CERTIFIED by the County Board of McLean County, Illinois, at its regular meeting on December 16, 2003 as follows:

1. That the following referendum question be placed by the McLean County Clerk on the ballot of the March 16, 2004 election:

"Shall the Office of the McLean County Recorder be appointed by the McLean County Board and not be an elected office?"

_____ Yes

_____ No

2. The McLean County Clerk shall certify this referendum to be submitted to the voters of McLean County and shall also certify such referendum to the Board of Election Commissioners of the City of Bloomington in accordance with Section 28-5 of the Election Code.

ADOPTED by the McLean County Board this 16th day of December, 2003.

ATTEST:

APPROVED:

Peggy Ann Milton, Clerk of the
County Board of the County
of McLean, Illinois

Michael F. Sweeney, Chairman
McLean County Board

Y:\County Recorder Referendum Question

CONSTITUTION OF THE STATE OF ILLINOIS
(1970)

Section 4. COUNTY OFFICERS

(a) Any county may elect a chief executive officer as provided by law. He shall have those duties and powers provided by law and those provided by county ordinance.

(b) The President of the Cook County Board shall be elected from the County at large and shall be the chief executive officer of the County. If authorized by county ordinance, a person seeking election as President of the Cook County Board may also seek election as a member of the Board.

(c) Each county shall elect a sheriff, county clerk and treasurer and may elect or appoint a coroner, recorder, assessor, auditor and such other officers as provided by law or by county ordinance. Except as changed pursuant to this Section, elected county officers shall be elected for terms of four years at general elections as provided by law. Any office may be created or eliminated and the terms of office and manner of selection changed by county-wide referendum. Offices other than sheriff, county clerk and treasurer may be eliminated and the terms of office and manner of selection changed by law. Offices other than sheriff, county clerk, treasurer, coroner, recorder, assessor and auditor may be eliminated and the terms of office and manner of selection changed by county ordinance.

(d) County officers shall have those duties, powers and functions provided by law and those provided by county ordinance. County officers shall have the duties, powers or functions derived from common law or historical precedent unless altered by law or county ordinance.

(e) The county treasurer or the person designated to perform his functions may act as treasurer of any unit of local government and any school district in his county when requested by any such unit or school district and shall so act when required to do so by law.

Section 5. TOWNSHIPS

The General Assembly shall provide by law for the formation of townships in any county when approved by county-wide referendum. Townships may be consolidated or merged, and one or more townships may be dissolved or divided, when approved by referendum in each township affected. All townships in a county may be dissolved when approved by a referendum in the total area in which township officers are elected.

Section 6. POWERS OF HOME RULE UNITS

(a) A County which has a chief executive officer elected by the electors of the county and any municipality which has a population of more than 25,000 are home rule units. Other municipalities may elect by referendum to become home rule units. Except as limited by the Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals and welfare; to license; to tax; and to incur debt.

(b) A home rule unit by referendum may elect not to be a home rule unit.

(c) If a home rule county ordinance conflicts with an ordinance of a municipality, the municipal ordinance shall prevail within its jurisdiction.

(d) A home rule unit does not have the power (1) to incur debt payable from ad valorem property tax receipts maturing more than 40 years from the time it is incurred or (2) to define and provide for the punishment of a felony.

(e) A home rule unit shall have only the power that the General Assembly may provide by law (1) to punish by imprisonment for more than six

RESOLUTION
OF THE McLEAN COUNTY BOARD
ESTABLISHING MILEAGE REIMBURSEMENT
FOR USE OF PRIVATE VEHICLES FOR COUNTY BUSINESS

WHEREAS, the McLean County Board adopted an Ordinance Amending and Establishing the County Officer and Salaried Employee Travel/Expense Reimbursement Policy for McLean County on February 19, 2002; and,

WHEREAS, the increasing costs of operating and maintaining a private vehicle have been recognized by the McLean County Board and the Internal Revenue Service; and,

WHEREAS, the McLean County Board has reviewed the issue of appropriate mileage reimbursement for the use of private vehicles for conducting County business; and,

WHEREAS, the McLean County Board, at its regular meeting on December 16, 2003, recommended that effective January 1, 2004, the mileage reimbursement rate for use of private vehicles for conducting County business be set at 37.5 cents per mile for all County officials and employees; now, therefore,

BE IT RESOLVED by the McLean County Board as follows:

(1) That the mileage reimbursement rate for use of private vehicles for conducting County business for County officials and employees is hereby set at 37.5 cents per mile effective as of January 1, 2004.

(2) That those persons who are eligible for mileage reimbursement in accordance with the Ordinance Amending and Establishing the County Officer and Salaried Employee Travel/Expense Reimbursement Policy for McLean County are hereby to be reimbursed at the rate of 37.5 cents per mile, effective as of January 1, 2004.

(3) That the mileage reimbursement rate for use of private vehicles for conducting County business for County officials and employees shall be reviewed annually by the McLean County Board.

(4) That the County Clerk shall provide a certified copy of this Resolution to the County Auditor and the County Administrator.

(2)

ADOPTED by the McLean County Board this 16th day of December, 2003.

ATTEST:

APPROVED:

Peggy Ann Milton, Clerk of the County Board,
McLean County, Illinois

Michael F. Sweeney, Chairman
McLean County Board

mileage_reimb2004.res



Internal Revenue Service

DEPARTMENT OF THE TREASURY

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The Newsroom

2004 Standard Mileage Rates Set — 800,000 More Businesses Eligible

IR-2003-121, Oct. 15, 2003

WASHINGTON — The Internal Revenue Service today released the optional standard mileage rates to use for 2004 in computing the deductible costs of operating an automobile for business, charitable, medical or moving expense purposes.

To reduce a recordkeeping burden, the IRS also announced that taxpayers who use no more than four vehicles at the same time for business purposes may use the standard mileage rate, starting in 2004. Currently, those using more than one vehicle at a time cannot use the standard rate at all, leaving them to track the actual expenses for each vehicle.

"With this change, more than 800,000 businesses will become eligible to use the standard mileage rate," said IRS Commissioner Mark W. Everson. "This reflects our ongoing interest in reducing the burden for businesses to comply with the tax laws."

Although many taxpayers may still claim actual vehicle expenses for various reasons, the IRS estimates that small businesses will save 8-10 million hours a year in recordkeeping with this expansion of the standard rate option.

A taxpayer may not use the standard mileage rate for a vehicle after using any depreciation method under the Modified Accelerated Cost Recovery System (MACRS), after claiming a Section 179 deduction for that vehicle, or for any vehicle used for hire.

Beginning Jan. 1, 2004, the standard mileage rates for the use of a car (including vans, pickups, or panel trucks) will be:

- 37.5 cents a mile for all business miles driven, up from 36 cents a mile in 2003;
- 14 cents a mile when computing deductible medical or moving expenses, up from 12 cents a mile in 2003; and
- 14 cents a mile when giving services to a charitable organization.

Members of Congress welcomed the change.

Senator Olympia J. Snowe of Maine, chair of the Senate Committee on Small Business and Entrepreneurship, said, "I applaud the IRS for adopting this simplification measure for small businesses. This change will allow certain small businesses to put a stop to the time-consuming, costly and inconvenient practice of maintaining detailed paper records and, instead, use a simpler, standard mileage rate for business travel expenses when preparing their taxes. The IRS is providing the kind of relief that small business owners critically need: relief that allows them to cut the time spent complying with tax laws while expanding the time left over to do what they do best, namely running their businesses and creating critical jobs for this economy."

Rep. Don Manzullo of Illinois, chairman of the House Small Business Committee, said, "These changes by the Internal Revenue Service will provide additional needed tax relief to our struggling small businesses so they can once again lead us to recovery. More than 800,000 small businesses will benefit from these changes. In addition to the tax reductions, they will save eight to 10 million hours a year in record-keeping burdens so that they can now focus on their businesses. I congratulate IRS Commissioner Everson for his leadership in

making these changes and helping America's small businesses."

Rep. Doug Ose of California, Chairman of the House Government Reform Subcommittee on Energy Policy, Natural Resources and Regulatory Affairs, which has principal oversight over paperwork reduction, said, "I applaud Commissioner Everson's initiative, which will result in a 8-10 million hour burden reduction for small businesses. The paperwork burden on small business is enormous. This reduction in tax recordkeeping is a step in the right direction."

The standard mileage rates for business, medical and moving purposes are based on an annual study of the fixed and variable costs of operating an automobile. The primary reason for the mileage rate increases is the rise in fuel prices during the study period, which ended on June 30. An independent contractor, Runzheimer International, conducted the study on behalf of the IRS. The charitable standard mileage rate is set by law.

Revenue Procedure 2003-76 contains additional information on these standard mileage rates. It will appear in Internal Revenue Bulletin 2003-43, dated October 27, 2003.

Related Item: [Rev. Proc. 2003-76 \(PDF 151K\)](#)

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Position Classifications and Pay Ranges for Fiscal Year 2004

| <u>Pay Grade</u> | <u>Minimum</u> | <u>Maximum</u> | <u>B/W Hrs.</u> | <u>Title</u> | <u>Class Code</u> |
|------------------|----------------|----------------|-----------------|--|--|
| M | \$4.6455 | \$9.5662 | 75 | Assistant Clerical Assistant Intern | 0004 0010 0399 |
| 1 | \$8.9309 | \$12.9499 | | | |
| 2 | \$9.6005 | \$13.9191 | 80 | Receptionist Lobby Security Screener Automotive Servicer Volunteer Services Coordinator | 0003 3301 7301 8311 |
| 3 | \$10.3202 | \$14.9635 | 80 | Custodian CNA Coordinator | 7131 8004 |
| 4 | \$11.0945 | \$16.0919 | 75 | Commissary Clerk Office Support Specialist I Deputy County Clerk Assistant Clerk-Jury Commission | 0005 0011 0023 1202 |
| | | | 80 | Mail Processing Clerk Emergency Communications Addressing Technician Building Maintenance Worker Building Maintenance Worker-Nursing Home Park Maintenance Worker I | 0007 3107 7142 7152 7210 |
| 5 | \$11.9268 | \$17.2979 | 75 | Accounting Specialist I Computer Operator Vision and Hearing Technician Dental Hygienist | 0101 0201 8101 8103 |
| | | | 80 | Lead Custodian Building Maintenance Mechanic I Building Maintenance Mechanic -Nursing Home Park Maintenance Mechanic I Assistant Food Services Supervisor | 7133 7143 7153 7221 9015 |
| 6 | \$12.8212 | \$18.5958 | 75 | Office Support Specialist II Safety Coordinator Computer Operator II Legal Assistant I Victims Witness Specialist Circuit Court Secretary Animal Control Warden Assistant Field Inspector Senior Field Inspector | 0012 0046 0202 1101 1135 1205 2001 5001 5002 |
| | | | 80 | Parks Maintenance Worker II Fleet Mechanic Activity Director | 7211 7303 8305 |

* = Exempt Position
All positions beyond
Grade 10 are exempt

| | | | | | | |
|---------------------------------------|-----------|-----------|----|--|---|------|
| 7 | \$13.7828 | \$19.9902 | 75 | Supervising Office Support Specialist | 0013 | |
| | | | | Administrative Support Supervisor I | 0015 | |
| | | | | Administrative Specialist | 0017 | |
| | | | | Chief Deputy Recorder | 0031 | |
| | | | | Accounting Specialist II | 0102 | |
| | | | | Legal Assistant II | 1102 | |
| | | | | Jury Coordinator | 1207 | |
| | | | | Animal Control Manager | 2005 | |
| | | | | Deputy Coroner | 2103 | |
| | | | | Assessor | 5011 | |
| | | | | Senior Field Inspector-Building and Zoning | 6001 | |
| | | | | Zoning Enforcement Officer | 6003 | |
| | | | | 80 | Engineering Technician I | 6102 |
| | | | | | Custodial Supervisor | 7132 |
| | | | | | Building Maintenance Mechanic II | 7144 |
| | | | | | Park Maintenance Supervisor | 7222 |
| | | | | | Heavy Equipment Mechanic | 7305 |
| Licensed Practical Nurse-Nursing Home | 8005 | | | | | |
| Licensed Practical Nurse | 8006 | | | | | |
| 8 | \$14.8166 | \$21.4862 | 75 | Administrative Support Supervisor II | 0016 | |
| | | | | County Administrator's Assistant | 0019 | |
| | | | | Program Administrator, County Clerk | 0025 | |
| | | | | Human Resources Assistant | 0041 | |
| | | | | Network Support Specialist | 0211 | |
| | | | | Defense Investigator | 1127 | |
| | | | | Victim Witness Program Coordinator* | 1136 | |
| | | | | Circuit Clerk-Division Supervisor I | 1215 | |
| | | | | CASA Coordinator* | 2305 | |
| | | | | Veterans Assistance Officer* | 2403 | |
| | | | | Assistant Director-ESDA | 3203 | |
| | | | | Inmate Program Supervisor | 4109 | |
| | | | | Senior Assessor | 5012 | |
| | | | | WIC Nutritionist* | 8041 | |
| | | | | Health Promotion Specialist* | 8115 | |
| | | | | Case Manager* | 8123 | |
| | | | | 80 | Engineering Technician II | 6104 |
| | | | | | Domestic Services Director | 7125 |
| | | | | | Assistant to the Nursing Home Administrator | 8131 |
| | | | | | Social Services Director | 8325 |
| 9 | \$15.9274 | \$23.0988 | 75 | Assistant Chief County Assessment Officer | 5015 | |
| | | | | Senior Accounting Specialist | 0103 | |
| | | | | Circuit Clerk-Division Supervisor II | 1216 | |
| | | | | Probation Officer I | 1301 | |
| | | | | Inmate Assessment Specialist* | 4108 | |
| | | | | Clinic Nurse* | 8011 | |
| | | | | Registered Nurse* | 8013 | |
| | | | | Registered Nurse-Nursing Home | 8014 | |
| | | | | Public Health Nurse* | 8015 | |
| | | | | School Health Nurse Consultant* | 8017 | |
| | | | | Communicable Disease Investigator* | 8105 | |

* = Exempt Position
All positions beyond
Grade 10 are exempt

| | | | | | |
|----------|-----------|-----------|----|--|------|
| 9(cont.) | \$15.9274 | \$23.0988 | | Public Health Communications Specialist* | 8113 |
| | | | | Quality Assurance Specialist* | 8127 |
| | | | 80 | Staff Sanitarian | 8403 |
| | | | | Animal Control Director | 2007 |
| | | | | Emergency Communications Supervisor* | 3104 |
| | | | | Juvenile Detention Officer | 4001 |
| | | | | Juvenile Detention Program Coordinator | 4002 |
| | | | | Detention Training/Accreditation Specialist* | 4011 |
| | | | | Operations Officer, Parks and Recreation | 7216 |
| | | | | Fleet Manager | 7307 |
| | | | | Assistant Director of Nursing-LPN | 8031 |
| | | | | Food Services Supervisor | 9017 |
| 10 | \$18.3168 | \$26.5607 | 75 | Chief Deputy County Clerk* | 0027 |
| | | | | Staff Accountant* | 0105 |
| | | | | Internal Auditor | 0106 |
| | | | | Computer Services Coordinator* | 0213 |
| | | | | Assistant States Attorney I* | 1105 |
| | | | | Assistant Public Defender I* | 1112 |
| | | | | Probation Officer II | 1302 |
| | | | | Chief Deputy Coroner* | 2104 |
| | | | | Planner-Building and Zoning* | 6011 |
| | | | | Clinic Supervisor* | 8025 |
| | | | | WIC Nutritionist/Program Coordinator* | 8043 |
| | | | | Communicable Disease Program Coordinator* | 8107 |
| | | | | Health Promotion Program Manager* | 8117 |
| | | | | DCFS Lead Agency Coordinator* | 8121 |
| | | | | Forensic Interviewer* | 8124 |
| | | | | Case Management Supervisor* | 8125 |
| | | | | Birth to Three Assurance Coordinator | 8141 |
| | | | | Bio-Terrorism/Public Health Planner | 8128 |
| | | | 80 | Senior Staff Sanitarian* | 8405 |
| | | | | Assistant Director-MMCCC Operations | 3105 |
| | | | | Facilities Maintenance Foreman | 7145 |
| | | | | Juvenile Detention Shift Supervisor | 4003 |
| | | | | Project Manager | 6101 |
| | | | | Highway Maintenance Coordinator | 7015 |
| | | | | Assistant Director of Nursing-RN | 8030 |
| 11 | \$42,861 | \$62,159 | | Programmer | 0205 |
| | | | | Network Security Specialist | 0214 |
| | | | | Assistant States Attorney II | 1106 |
| | | | | Assistant Public Defender II | 1113 |
| | | | | Chief Deputy-Circuit Clerk | 1217 |
| | | | | Deputy Director-Court Services | 1305 |
| | | | | Assistant Director-MMCCC Technical Services | 3109 |
| | | | | Assistant Superintendent-JDC | 4005 |
| | | | | Jail Operations Supervisor | 4105 |
| | | | | Civil Engineer I | 6105 |
| | | | | Facilities Maintenance Supervisor | 7147 |
| | | | | Detention Health Supervisor | 8129 |

* = Exempt Position
All positions beyond
Grade 10 are exempt

11/12/2003

| | | | | |
|---|----------|-----------|--|------|
| 12 | \$47,148 | \$68,364 | Risk Manager | 0047 |
| | | | Assistant County Treasurer | 0111 |
| | | | Systems/Database Coordinator | 0209 |
| | | | Network Program Manager | 0215 |
| | | | Director-Children's Advocacy Center | 0327 |
| | | | Director-ESDA | 0329 |
| | | | Assistant States Attorney III | 1107 |
| | | | Assistant Public Defender III | 1114 |
| | | | Command Lieutenant | 3006 |
| | | | Civil Engineer II | 6106 |
| | | | Highway Operations Officer | 6107 |
| | | | Community Health Services Supervisor | 8021 |
| | | | Maternal-Child Health Services Supervisor | 8023 |
| | | | Communicable Disease/Health Program Supervisor | 8109 |
| Environmental Health Program Supervisor | 8406 | | | |
| 13 | \$51,862 | \$77,801 | Assistant Director, Information Services | 0217 |
| | | | Director-Building and Zoning | 0325 |
| | | | Director-Parks and Recreation | 0331 |
| | | | | 0335 |
| | | | Supervisor of Assessments | 0345 |
| | | | Assistant States Attorney IV | 1108 |
| | | | Assistant Public Defender IV | 1115 |
| | | | Superintendent of JDC | 4007 |
| | | | Jail Superintendant | 4107 |
| | | | Facilities Maintenance Director | 7148 |
| | | | Assistant Administrator-Health Department | 8133 |
| Environmental Health Director | 8407 | | | |
| 14 | \$55,752 | \$83,627 | Assistant County Engineer | 6109 |
| | | | Director of Nursing Services | 8029 |
| | | | Director Personal Health Services | 8135 |
| 15 | \$59,933 | \$89,901 | Director-Information Services | 0333 |
| 16 | \$62,930 | \$94,390 | Court Services Director | 0323 |
| | | | Assistant States Attorney V | 1109 |
| | | | Chief Deputy Sheriff | 3009 |
| 17 | \$66,077 | \$99,114 | County Engineer | 0315 |
| | | | Nursing Home Administrator | 0339 |
| | | | Public Defender | 0341 |
| 18 | \$67,728 | \$101,592 | | |
| 19 | \$69,421 | \$104,143 | Assistant County Administrator | 0301 |
| | | | Health Department Administrator | 0337 |
| 20 | \$72,893 | \$109,338 | | |
| 21 | \$83,826 | \$125,740 | County Administrator | 0305 |

* = Exempt Position
All positions beyond
Grade 10 are exempt

11/12/2003

* = Exempt Position
All positions beyond
Grade 10 are exempt

**MCLEAN COUNTY
GENERAL COMPENSATION PLAN
FOR NON-UNION EMPLOYEES**

January 1, 2004

SECTION I: Definitions

- A. Oversight Committee. The County Board committee assigned the responsibility of reviewing personnel salaries.
- B. AOIC. The Administrative Office of the Illinois Courts - Probation Division. Provisions which reference the AOIC only apply when the personnel involved are professional employees in the Court Services Department.
- C. General Employees. All professional, technical, administrative and support employees of McLean County whose annual salaries are determined in accordance with the McLean County General Compensation Schedule.
- D. Permanent Employees. Employees whose positions are recognized in the annual McLean County Budget as full-time (0503.xxxx account number) or part-time (0515.xxxx account number) and who have every expectation that their employment in that classification will continue from year to year without interruption.
- E. Promotion. A change in an employee's position classification to a position classification which has a higher pay range.
- F. Transfer. A change in an employee's position classification to a position classification which has the same or a lower pay range, or a change in the department in which the employee works.
- G. Demotion. An involuntary change in an employee's position classification to a position classification which has a lower pay range.
- H. Merit Anniversary Date. The date on which an employee is eligible for consideration for a salary increase based on performance.
- J. Position Appraisal Method (PAM). A system for evaluating and maintaining internal job relationships within the McLean County personnel system, implemented July 1, 2000.

SECTION II: Annual Salary Adjustments

All employees included in the General Compensation Schedule shall receive any across-the-board salary adjustment which is applied to their respective salary schedules.

SECTION III: Philosophy Related to Step Progression

All pay grades on the General Compensation Schedules contain a range of salary rates, which allow employees in the same pay grade of the compensation system to receive different rates of pay.

- A. Pay Progression. McLean County expects its employees to progress along a salary range on some basis other than, and in addition to, any cost of living pay increases. This may take the form of a longevity system which is based on one's length of service, or a performance based system which provides merit.
- B. Merit Increases. McLean County believes that performance measurements and achievement provide the best methodology for determining pay progression. This allows an employee's rate of pay to be determined by the employee's own performance and value to the organization. It provides the department with an incentive tool to achieve departmental and organizational goals and encourages all employees to reach their maximum potential. Such increases also allow the department to differentiate among employees in order to recognize individuals whose performance is superior, as well as those who need to improve. We also recognize that the "average" or "satisfactory" employee should progress on the salary range in that their additional year of service has benefited the County. However, this component of pay progression is a minor portion of an employee's merit increase.
- C. Competency. The salary ranges adopted by McLean County are structured so that the midpoint of each such range represents "competency." Such competency is not just an indication that the employee has the necessary knowledge, skills, and abilities to perform the duties and responsibilities of the position, but also that the employee knows and understands the environment, including, as appropriate to the position, the political structure, other employees, outside contacts, etc.
- D. Beyond Competency. Progression along those wage steps which are above the midpoint of the salary range are reserved for employees whose performance consistently goes beyond competency. Advancement along these steps requires that the employee adds value to the position and the organization through their achievements on behalf of the organization.
- E. Maximum Limits. The salary range recognizes that there is a limit to the amount of achievement and value which an individual, by nature of the specific position classification which the employee occupies, can bring to the organization. Once an employee reaches the maximum salary rate for the position classification, the employee's annual compensation rate, albeit no longer progressing, rewards continual efforts and achievements.

SECTION IV: Evaluations and Merit Increases

- A. All merit increases require that a performance evaluation form, satisfactory to the County Administrator's Office and, as applicable, to the AOIC, be submitted to the County Administrator's Office along with the merit increase request, i.e. a completed Payroll Change Form. Whether or not the employee receives a merit increase, the evaluation form shall be sent to the County Administrator's Office no later than the Merit Anniversary Date. Said form shall be returned by that office to the Department Head within two weeks.
- B. All merit increases require an average evaluation score consistent with the merit step chart detailed in Section VI. Beyond the level of competency, i.e. the midpoint of the salary range, progression should become more difficult as the overall performance of the employee must be above that level required by the position. Thus, the amount of progression is less when the employee approaches midpoint and is further reduced as the employee progresses toward the maximum of the range.
- C. The County Administrator's Office may reject a merit increase, pending a review and decision by the Oversight Committee and, as applicable, the AOIC. Such action shall be based on the belief that merit increase(s) within a department are not consistent with merit principles or with the provisions of this compensation plan.
- D. The County Administrator's Office shall reject any request for a merit increase which does not conform to the provisions of this compensation plan or to the requirements of the performance evaluation instrument and instructions.

SECTION V: Establishing Salaries

A. New Hires. In order to recognize the value of long-term employees and to avoid wage compression within a pay grade, new hires should be employed at the minimum rate of their respective pay grades. If any position classification on the General Compensation Schedule includes employees scheduled for both a 37.5 hour workweek and a 40-hour workweek, the minimum and maximum hourly rate for that position classification shall be the minimum and maximum hourly rate for those on the 40-hour workweek schedule.

Each department head is authorized to offer a starting rate above the minimum, if necessary to employ a qualified candidate, subject to the following:

1. Department Head Discretion. The department head may offer a starting rate up to a maximum of 10 steps above the minimum rate to a candidate for any position classification.

2. Impacted Positions List. Candidates for position classifications requested by the County Administrator and approved by the Oversight Committee as "impacted" due to the difficulty of attracting and retaining qualified employees shall be eligible for the following, in addition to A.1. above:

a) Experience Credit. The employee may receive a maximum of an additional 3 steps of the minimum starting rate for each year of experience which is directly related to his new position with the County, limited to a total additional maximum of 12 steps.

b) Education Credit. A professional employee may receive a maximum of an additional 8 steps of the minimum starting rate for an educational degree which is directly related to his new position with the County and which is above the educational requirements for his position classification.

c) The County Administrator may approve a maximum of an additional 10 steps if, in his judgment, it is in the best interests of the County and necessary to attract the qualified employee.

3. Elected officials or department heads who believe the Department Head Discretion and Impacted Position policies would result in an insufficient starting rate for a candidate or vacancy must notify the County Administrator in sufficient time prior to the meeting of the Oversight Committee that they wish to request that the Oversight Committee set a higher starting rate for a particular candidate or vacancy. The Oversight Committee shall require a report from the County Administrator as to adjustments, if any, in the PAM Factors for the subject position.

B. Promotions. A promoted employee shall generally receive a 5% increase but not less than the minimum nor more than the maximum rate of the pay range for the employee's new position classification. Also, the increase may exceed 5% if the change in the employee's merit date is disadvantageous; in which case an additional percentage shall be added by calculating the number of months of merit lost by the employee and multiplying that by the potential merit increase in the employee's previous position classification. The exact increase shall be determined by the County Administrator in consultation with the department head. Any increase exceeding 10%, unless necessary to reach the minimum of the new salary range, requires the consent of the Oversight Committee and, as applicable, the AOIC. The employee's merit anniversary date will be the date of the promotion.

C. Transfers. Transferred employees shall retain their present salary and merit anniversary date; however, they shall not be eligible for a merit increase until serving at least three months in the

new position. If an employee transfers from one department to another within four (4) months of the next Merit Anniversary Date, the department receiving the employee may request, in writing, that the other department provide a completed performance evaluation form on that employee. The department providing the employee shall honor all such reasonable requests. Such requests should be made within one month of the employee's transfer.

D. Demotions. A demoted employee shall receive the same step in the new salary range as s/he received of the previous (higher) salary range. The extent of the decrease may be lessened if, projected over the next 12 months, this would result in a loss greater than the percentage differential between the two salary ranges. Also, the decrease may be lessened if the change in the employee's merit date is disadvantageous; in which case an additional percentage shall be added by calculating the number of months of merit lost by the employee and multiplying that by the potential merit increase in the previous position classification. Also, the department head may consult with the County Administrator's Office concerning possible arrangements to withhold future increases to mitigate the extent of present salary loss to the employee. Any such arrangement requires the written consent of the employee and must be reported to the Oversight Committee and, as applicable, the AOIC. The employee's merit anniversary date will be the date of the demotion.

SECTION VI: Merit Increases

A. Eligibility. All permanent general employees shall be eligible for merit increase consideration on their merit anniversary dates. Each employee eligible for a merit increase shall be evaluated in accordance with this compensation plan and the requirements of the evaluation instrument and instructions under departmental procedures so that said evaluation is completed and discussed with the employee prior to the actual Merit Anniversary Date. In the case of part-time employees, the actual Merit Anniversary Date shall not be considered to have occurred unless the employee has at least 900 hours of actual work hours (including benefit time) since the last merit increase (or 450 hours when the first merit increase is six months from the date of hire). The merit increase shall be effective at the beginning of the payroll period:

- 1) during which the employee's Merit Anniversary Date falls, assuming that the employee is normally scheduled to work on or after that date during that payroll period, if the Evaluation Form and Payroll Change Form are received in a timely manner; or
- 2) at the beginning of the next payroll period following the receipt of the Evaluation Form and Payroll Change Form by the County Administrator's Office, if these materials are late.

B. Probation. All newly hired employees shall serve a six-month probationary period which may be extended by the department head if additional time is necessary in order to properly evaluate the employee's prospect of success in the position. All such extensions must be reported in writing to the County Administrator's Office. Employees who successfully complete

their probationary period, except as noted, shall receive an increase of a maximum of steps indicated by the charts in Subsection C of this Section, and the end of probation shall be their merit anniversary date. Those employees who start at step 11 or above of the pay grade for the position classification shall retain their employment date as their merit anniversary date, regardless of the ending date of their probation.

C. Merit Increase Ranges. General employees who qualify for merit increases shall receive salary increases in accordance with the following schedules. Each step equals 1/2% (one-half percent) of the minimum salary for the particular pay grade and salary schedule. All evaluation scores are based on a total of five (5) possible points. The step columns refer to the employees' current step (prior to receiving this merit increase). For certain employees in the Court Services Department, who are under the jurisdiction of the AOIC, it is recognized that those below the midpoint of their respective salary ranges also receive merit and longevity credit within any annual salary adjustment, as described in Section II.

**GENERAL COMPENSATION SCHEDULE EMPLOYEES
RANGE 13 AND HIGHER**

| Evaluation Score | Employee's | | Employee's | | Employee's | | Employee's | |
|------------------|--------------|---------|--------------|---------|--------------|---------|--------------|---------|
| | Current Step | # Steps |
| 4.75 - 5.00 | 1-40 | 8 | 41-60 | 7 | 61-80 | 6 | 81-101 | 5 |
| 4.50 - 4.74 | 1-40 | 7 | 41-60 | 6 | 61-80 | 5 | 81-101 | 4 |
| 4.00 - 4.49 | 1-40 | 6 | 41-60 | 5 | 61-80 | 4 | 81-101 | 3 |
| 3.50 - 3.99 | 1-40 | 5 | 41-60 | 4 | 61-80 | 3 | 81-101 | 2 |
| 3.00 - 3.49 | 1-40 | 4 | 41-60 | 3 | 61-80 | 2 | 81-101 | 1 |
| 2.50 - 2.99 | 1-40 | 3 | 41-60 | 2 | 61-80 | 1 | 81-101 | 0 |
| 2.00 - 2.49 | 1-40 | 2 | 41-60 | 1 | 61-80 | 0 | 81-101 | 0 |

**GENERAL COMPENSATION SCHEDULE EMPLOYEES
RANGE 12 AND LOWER**

| Evaluation Score | Employee's | | Employee's | | Employee's | | Employee's | |
|------------------|--------------|---------|--------------|---------|--------------|---------|--------------|---------|
| | Current Step | # Steps |
| 4.75 - 5.00 | 1-40 | 8 | 41-57 | 7 | 58-74 | 6 | 75-91 | 5 |
| 4.50 - 4.74 | 1-40 | 7 | 41-57 | 6 | 58-74 | 5 | 75-91 | 4 |
| 4.00 - 4.49 | 1-40 | 6 | 41-57 | 5 | 58-74 | 4 | 75-91 | 3 |
| 3.50 - 3.99 | 1-40 | 5 | 41-57 | 4 | 58-74 | 3 | 75-91 | 2 |
| 3.00 - 3.49 | 1-40 | 4 | 41-57 | 3 | 58-74 | 2 | 75-91 | 1 |
| 2.50 - 2.99 | 1-40 | 3 | 41-57 | 2 | 58-74 | 1 | 75-91 | 0 |
| 2.00 - 2.49 | 1-40 | 2 | 41-57 | 1 | 58-74 | 0 | 75-91 | 0 |

Certain employees of the Court Services Department, due to the requirements of the AOIC, shall not be eligible for any such increase unless their evaluation score is a minimum of 3.25. This compensation plan also recognizes that such employees receive credit for their longevity as well as their performance but that such credit is provided partially by any across-the-board increase, as provided in Section II of this policy.

- D. Merit Increase Methodology. All merit increases shall be added to the employee's present salary rate. The employee's new salary rate shall be stated in even steps with each step equaling increments of one-half of one percent (0.5%) of the minimum of the salary range for the position classification and shall not exceed the maximum of the salary range.
- E. Merit Standards. The merit step system is designed to permit departments to reward employees for their performance. It is understood that the indiscriminate awarding of merit acts as a disincentive for employees who typically are exceptional performers. It follows that the number of merit steps awarded to various employees within a department should differ. In order to protect the intent of this merit system, the County Administrator's Office shall be responsible for maintaining statistics necessary to determine that merit standards are met. This shall be accomplished as follows:
1. Each department, as identified within the McLean County Annual Budget, shall evaluate the employees within that department and be responsible for maintaining the merit standards.
 2. Merit standards shall be considered as met by each department unless such department awards merit so that the department's ratio of steps awarded divided by the maximum steps available, exclusive of any such award for an employee who reaches the maximum step for his position classification by receiving four (4) or less steps of merit, is 1.0 or more standard deviations higher than the mean for all departments collectively.
 3. Any department which exceeds this merit standard over a one calendar year period shall, for the next calendar year, be limited to the following maximum number of merit steps for each employee: 1/2 (one-half) of the number of steps indicated in Section VI.

If such department's performance evaluation scores continue to exceed the norm for all other departments, then the above restriction on merit steps shall continue during the next year.

SECTION VII: Policy Review

This General Compensation Plan shall be reviewed annually by the County Administrator, who shall make recommendations concerning this plan to the Oversight Committee, which may recommend changes to the County Board and, as applicable, to the AOIC. The annual review shall include a study of the PAM Factors (see Appendix A) for one or more positions, and recommendations for changes thereto.

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Revised 11/12/2003

| TITLE | VALUES FACTOR | Knowledge/ Ability | Supervision/ Responsibility | Scope/ Effect | Problem Solving | Authority | Contact | Physical | TOTAL |
|--|---------------------|-----------------------|--------------------------------|------------------|--------------------|-----------|----------|----------|-------|
| | | 20 I | 15 II | 20 III | 20 IV | 5 V | 15 VI | 5 VII | |
| County Administrator | LEVEL XXI: 795-825 | 9 | 11 | 7 | 10 | 7 | 5 | 2 | 805 |
| Health Department Administrator | LEVEL XX: 760-790 | 8 | 10 | 7 | 9 | 6 | 5 | 2 | 745 |
| Assistant County Administrator | LEVEL XIX: 725-755 | 8 | 10 | 6 | 9 | 6 | 5 | 2 | 725 |
| County Engineer | LEVEL XVII: 690-720 | 7 | 9 | 6 | 9 | 6 | 4 | 2 | 675 |
| Nursing Home Administrator | LEVEL XVII: 655-685 | 7 | 9 | 6 | 9 | 5 | 4 | 2 | 670 |
| Public Defender | LEVEL XVI: 620-650 | 7 | 8 | 6 | 8 | 6 | 5 | 2 | 655 |
| Chief Deputy Sheriff | LEVEL XV: 585-615 | 7 | 8 | 5 | 9 | 6 | 4 | 2 | 640 |
| Court Services Director | LEVEL XIV: 550-580 | 7 | 9 | 6 | 7 | 6 | 4 | 2 | 635 |
| Assistant State's Attorney V | LEVEL XIII: 515-545 | 7 | 8 | 5 | 8 | 6 | 4 | 2 | 620 |
| Director, Information Systems | LEVEL XII: 485-515 | 6 | 7 | 6 | 8 | 5 | 3 | 2 | 585 |
| Director, Nursing Services | LEVEL XI: 455-485 | 7 | 8 | 5 | 6 | 5 | 3 | 2 | 560 |
| Director, Personal Health Services | LEVEL X: 425-455 | 7 | 8 | 5 | 6 | 5 | 3 | 2 | 560 |
| Assistant County Engineer | LEVEL IX: 395-425 | 6 | 8 | 5 | 6 | 5 | 4 | 2 | 555 |
| Supervisor of Assessments | LEVEL VIII: 365-395 | 6 | 6 | 6 | 6 | 5 | 4 | 2 | 545 |
| Emergency Communications Director | LEVEL VII: 335-365 | 6 | 6 | 6 | 6 | 5 | 4 | 2 | 545 |
| Director, Building and Zoning | LEVEL VI: 305-335 | 6 | 6 | 6 | 6 | 5 | 4 | 2 | 545 |
| Assistant Administrator, Health Dept. | LEVEL V: 275-305 | 6 | 5 | 6 | 6 | 5 | 4 | 2 | 530 |
| Assistant State's Attorney IV | LEVEL IV: 245-275 | 6 | 7 | 5 | 6 | 5 | 3 | 2 | 525 |
| Facilities Maintenance Director | LEVEL III: 215-245 | 6 | 6 | 6 | 5 | 5 | 4 | 2 | 525 |
| Jail Superintendent | LEVEL II: 185-215 | 6 | 7 | 5 | 6 | 5 | 3 | 2 | 525 |
| Environmental Health Director | LEVEL I: 155-185 | 6 | 7 | 5 | 6 | 5 | 3 | 2 | 525 |
| Superintendent of Juvenile Detention | LEVEL I: 125-155 | 6 | 6 | 5 | 6 | 5 | 4 | 2 | 525 |
| Assistant Director, Information Services | LEVEL I: 95-125 | 5 | 7 | 5 | 7 | 5 | 3 | 2 | 525 |
| Director, Parks and Recreation | LEVEL I: 65-95 | 6 | 5 | 6 | 6 | 5 | 3 | 2 | 515 |
| Assistant Public Defender IV | LEVEL I: 35-65 | 6 | 6 | 5 | 6 | 6 | 3 | 2 | 515 |

| TITLE | VALUES FACTOR | Knowledge/ Ability | Supervision/ Responsibility | Scope/ Effect | Problem Solving | Authority | Contact | Physical | TOTAL |
|--|------------------|-----------------------|--------------------------------|------------------|--------------------|-----------|----------|----------|-------|
| | | 20 I | 15 II | 20 III | 20 IV | 5 V | 15 VI | 5 VII | |
| LEVEL XII: 480-510 | | | | | | | | | |
| Director, Children's Advocacy Center | | 5 | 6 | 6 | 6 | 5 | 3 | 2 | 510 |
| Command Lieutenant | | 6 | 6 | 5 | 5 | 5 | 3 | 3 | 495 |
| Director, ESDA | | 5 | 5 | 6 | 6 | 5 | 3 | 2 | 495 |
| Highway Operations Officer | | 5 | 6 | 5 | 6 | 5 | 3 | 3 | 495 |
| Communicable Disease/Health Prog. Sup. | | 5 | 6 | 5 | 6 | 5 | 3 | 2 | 490 |
| Community Health Services Supervisor | | 5 | 6 | 5 | 6 | 5 | 3 | 2 | 490 |
| Assistant Public Defender III | | 5 | 6 | 5 | 6 | 5 | 3 | 2 | 490 |
| Assistant State's Attorney III | | 5 | 6 | 5 | 6 | 5 | 3 | 2 | 490 |
| Civil Engineer II | | 5 | 6 | 5 | 6 | 4 | 3 | 3 | 490 |
| Risk Manager | | 5 | 5 | 6 | 6 | 4 | 3 | 2 | 490 |
| Systems/Database Coordinator | | 5 | 6 | 5 | 6 | 4 | 3 | 2 | 485 |
| Network Program Manager | | 5 | 6 | 5 | 6 | 4 | 3 | 2 | 485 |
| Maternal/Child Health Services Supervisor | | 5 | 7 | 5 | 5 | 5 | 3 | 2 | 485 |
| Environmental Health Program Supervisor | | 5 | 6 | 5 | 5 | 5 | 4 | 2 | 485 |
| Assistant County Treasurer | | 5 | 6 | 5 | 5 | 4 | 4 | 2 | 480 |
| LEVEL XI: 445-475 | | | | | | | | | |
| Assistant Supt. Juvenile Detention | | 5 | 6 | 5 | 5 | 5 | 3 | 2 | 470 |
| Network Security Specialist | | 6 | 5 | 5 | 5 | 4 | 3 | 2 | 470 |
| Deputy Director, Court Services | | 5 | 6 | 5 | 5 | 5 | 3 | 2 | 470 |
| Detention Health Supervisor | | 5 | 6 | 5 | 5 | 5 | 3 | 2 | 470 |
| Chief Deputy Circuit Clerk | | 5 | 6 | 5 | 5 | 4 | 3 | 2 | 465 |
| Asst. Director of MMCCC-technical services | | 5 | 5 | 5 | 5 | 4 | 3 | 3 | 455 |
| Civil Engineer I | | 5 | 5 | 5 | 5 | 4 | 3 | 3 | 455 |
| Jail Operations Supervisor | | 5 | 6 | 4 | 5 | 5 | 3 | 2 | 450 |
| Facilities Maintenance Supervisor | | 4 | 5 | 5 | 5 | 4 | 4 | 3 | 450 |
| Assistant State's Attorney II | | 5 | 5 | 4 | 6 | 4 | 3 | 2 | 450 |
| Assistant Public Defender II | | 5 | 5 | 4 | 6 | 4 | 3 | 2 | 450 |
| Programmer | | 5 | 5 | 5 | 5 | 4 | 3 | 2 | 450 |
| LEVEL X: 410-440 | | | | | | | | | |
| Health Promotion Program Manager | | 5 | 6 | 4 | 5 | 3 | 3 | 2 | 440 |
| Internal Auditor | | 6 | 3 | 5 | 5 | 3 | 3 | 2 | 435 |
| Staff Accountant | | 5 | 4 | 5 | 5 | 4 | 3 | 2 | 435 |
| Planner-Building and Zoning | | 4 | 4 | 5 | 5 | 4 | 4 | 2 | 430 |
| Assistant Director of Nursing-RN | | 5 | 5 | 4 | 5 | 4 | 3 | 2 | 430 |

| TITLE | Knowledge/ Ability | | Supervision/ Responsibility | | Scope/ Effect | | Problem Solving | | Authority | | Contact | | Physical | | |
|---|-----------------------|---|--------------------------------|----|------------------|-----|--------------------|----|-----------|---|---------|----|----------|-----|-------|
| | 20 | I | 15 | II | 20 | III | 20 | IV | 5 | V | 15 | VI | 5 | VII | TOTAL |
| VALUES | | | | | | | | | | | | | | | |
| FACTOR | | | | | | | | | | | | | | | |
| (cont'd) LEVEL X: 410-440 | | | | | | | | | | | | | | | |
| Assistant State's Attorney I | 5 | | 5 | | 4 | | 5 | | 3 | | 3 | | 2 | | 425 |
| Assistant Public Defender I | 5 | | 5 | | 4 | | 5 | | 3 | | 3 | | 2 | | 425 |
| DCFS Lead Agency Coordinator | 4 | | 5 | | 5 | | 5 | | 3 | | 3 | | 2 | | 425 |
| Computer Services Coordinator | 5 | | 5 | | 5 | | 5 | | 2 | | 2 | | 2 | | 425 |
| Assistant Director-MMCCC Operations | 4 | | 6 | | 4 | | 5 | | 4 | | 3 | | 2 | | 425 |
| Birth to Three Assurance Coordinator | 4 | | 5 | | 5 | | 5 | | 3 | | 3 | | 2 | | 425 |
| Highway Maintenance Coordinator | 4 | | 5 | | 4 | | 5 | | 5 | | 3 | | 3 | | 420 |
| Facilities Maintenance Foreman | 4 | | 4 | | 5 | | 5 | | 4 | | 3 | | 3 | | 420 |
| Case Management Supervisor | 4 | | 6 | | 4 | | 5 | | 3 | | 3 | | 2 | | 420 |
| Project Manager | 4 | | 4 | | 5 | | 5 | | 4 | | 3 | | 3 | | 420 |
| Juvenile Detention Shift Supervisor | 4 | | 6 | | 3 | | 5 | | 5 | | 3 | | 3 | | 415 |
| Probation Officer II | 4 | | 5 | | 4 | | 5 | | 3 | | 3 | | 3 | | 410 |
| Senior Staff Sanitarian | 5 | | 3 | | 4 | | 5 | | 5 | | 3 | | 3 | | 410 |
| Chief Deputy County Clerk | 4 | | 5 | | 5 | | 5 | | 3 | | 2 | | 2 | | 410 |
| Chief Deputy Coroner | 5 | | 5 | | 4 | | 4 | | 3 | | 3 | | 3 | | 410 |
| SP Forensic Interviewer | 5 | | 4 | | 4 | | 5 | | 3 | | 3 | | 2 | | 410 |
| Communicable Disease Program Coord. | 4 | | 5 | | 4 | | 5 | | 3 | | 3 | | 3 | | 410 |
| WIC Nutritionist/Program Coordinator | 4 | | 5 | | 4 | | 5 | | 4 | | 3 | | 2 | | 410 |
| Clinic Supervisor | 4 | | 5 | | 4 | | 5 | | 3 | | 3 | | 3 | | 410 |
| LEVEL IX: 375-405 | | | | | | | | | | | | | | | |
| Public Health Communications Specialist | 4 | | 4 | | 5 | | 5 | | 2 | | 3 | | 2 | | 405 |
| Assistant Chief County Assessment Officer | 4 | | 6 | | 5 | | 3 | | 4 | | 3 | | 2 | | 405 |
| Senior Accounting Specialist | 4 | | 4 | | 4 | | 5 | | 3 | | 3 | | 2 | | 390 |
| Inmate Assessment Specialist | 4 | | 4 | | 4 | | 5 | | 3 | | 3 | | 2 | | 390 |
| Emergency Communications Supervisor | 3 | | 5 | | 4 | | 5 | | 4 | | 3 | | 2 | | 390 |
| Assistant Director of Nursing-LPN | 3 | | 5 | | 4 | | 5 | | 4 | | 3 | | 2 | | 390 |
| Detention Training Accreddm. Specialist | 4 | | 4 | | 3 | | 5 | | 5 | | 3 | | 3 | | 385 |
| Circuit Clerk-Division Supervisor II | 4 | | 5 | | 4 | | 4 | | 3 | | 3 | | 2 | | 385 |
| Probation Officer I | 4 | | 4 | | 3 | | 5 | | 4 | | 3 | | 3 | | 380 |
| Juvenile Detention Officer | 4 | | 4 | | 3 | | 5 | | 4 | | 3 | | 3 | | 380 |
| Animal Control Director | 3 | | 5 | | 4 | | 4 | | 5 | | 3 | | 3 | | 380 |
| Juvenile Detention Program Coordinator | 4 | | 4 | | 3 | | 5 | | 4 | | 3 | | 3 | | 380 |
| Fleet Manager | 4 | | 4 | | 3 | | 5 | | 3 | | 3 | | 4 | | 380 |
| Food Services Supervisor | 4 | | 5 | | 4 | | 4 | | 5 | | 2 | | 2 | | 380 |

| TITLE | VALUES FACTOR | Knowledge/ Ability | Supervision/ Responsibility | Scope/ Effect. | Problem Solving | Authority | Contact | Physical | TOTAL |
|--|------------------|-----------------------|--------------------------------|-------------------|--------------------|-----------|----------|----------|-------|
| | | 20 I | 15 II | 20 III | 20 IV | 5 V | 15 VI | 5 VII | |
| LEVEL IX: 375-405 | | | | | | | | | |
| Operations Officer, Parks and Recreation | | 4 | 4 | 4 | 5 | 3 | 2 | 2 | 375 |
| Quality Assurance Specialist | | 4 | 4 | 4 | 5 | 3 | 2 | 2 | 375 |
| Communicable Disease Investigator | | 4 | 4 | 3 | 5 | 3 | 3 | 3 | 375 |
| Staff Sanitarian | | 4 | 4 | 3 | 5 | 3 | 3 | 3 | 375 |
| Public Health Nurse | | 4 | 4 | 3 | 5 | 3 | 3 | 3 | 375 |
| Registered Nurse | | 4 | 4 | 3 | 5 | 3 | 3 | 3 | 375 |
| Registered Nurse-Nursing Home | | 4 | 4 | 3 | 5 | 3 | 3 | 3 | 375 |
| School Health Nurse Consultant | | 4 | 4 | 3 | 5 | 3 | 3 | 3 | 375 |
| Clinic Nurse | | 4 | 4 | 3 | 5 | 3 | 3 | 3 | 375 |
| LEVEL VIII: 340-370 | | | | | | | | | |
| CASA Coordinator | | 4 | 4 | 3 | 5 | 3 | 3 | 2 | 370 |
| Case Manager | | 4 | 4 | 3 | 5 | 3 | 3 | 2 | 370 |
| Senior Assessor | | 4 | 4 | 4 | 4 | 3 | 3 | 2 | 370 |
| Veterans Assistance Officer | | 2 | 3 | 6 | 4 | 5 | 3 | 2 | 365 |
| Defense Investigator | | 4 | 4 | 3 | 5 | 2 | 3 | 2 | 365 |
| Program Administrator, County Clerk | | 4 | 4 | 4 | 3 | 3 | 4 | 2 | 365 |
| Health Promotion Specialist | | 4 | 4 | 3 | 5 | 2 | 3 | 2 | 365 |
| Victim/Witness Program Coordinator | | 3 | 4 | 4 | 4 | 5 | 3 | 2 | 360 |
| Human Resources Assistant | | 4 | 4 | 3 | 5 | 3 | 2 | 2 | 355 |
| WIC Nutritionist | | 4 | 4 | 3 | 5 | 3 | 2 | 2 | 355 |
| Assistant Director, ESDA | | 3 | 4 | 4 | 4 | 4 | 3 | 2 | 355 |
| Social Services Director | | 3 | 4 | 4 | 4 | 4 | 3 | 2 | 355 |
| Inmate Programs Supervisor | | 3 | 5 | 4 | 4 | 3 | 2 | 2 | 350 |
| Circuit Clerk Division Supervisor I | | 4 | 5 | 4 | 3 | 3 | 2 | 2 | 350 |
| County Administrator's Assistant | | 4 | 4 | 3 | 4 | 3 | 3 | 2 | 350 |
| Administrative Support Supervisor II | | 4 | 5 | 4 | 3 | 3 | 2 | 2 | 350 |
| Domestic Services Director | | 3 | 5 | 4 | 4 | 3 | 2 | 2 | 350 |
| Asst. to the Nursing Home Administrator | | 4 | 5 | 4 | 3 | 3 | 2 | 2 | 350 |
| Network Support Specialist | | 4 | 3 | 4 | 4 | 2 | 2 | 3 | 340 |
| Engineering Technician II | | 3 | 4 | 4 | 4 | 3 | 2 | 3 | 340 |
| LEVEL VII: 305-335 | | | | | | | | | |
| Administrative Support Supervisor I | | 4 | 4 | 4 | 3 | 3 | 2 | 2 | 335 |
| Assessor | | 4 | 4 | 3 | 3 | 3 | 3 | 2 | 330 |
| Zoning Enforcement Officer | | 3 | 3 | 4 | 3 | 4 | 3 | 3 | 325 |

| TITLE | Knowledge/ Ability | | Supervision/ Responsibility | | Scope/ Effect | | Problem Solving | | Authority | | Contact | | Physical | |
|--|-----------------------|---|--------------------------------|----|------------------|-----|--------------------|----|-----------|---|---------|----|----------|-----|
| | 20 | I | 15 | II | 20 | III | 20 | IV | 5 | V | 15 | VI | 5 | VII |
| VALUES | | | | | | | | | | | | | | |
| FACTOR | | | | | | | | | | | | | | |
| (cont'd) LEVEL VII: 305-335 | | | | | | | | | | | | | | |
| Senior Field Inspector-Building and Zoning | 3 | 3 | 3 | 3 | 4 | 4 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 320 |
| Legal Assistant II | 4 | 3 | 3 | 3 | 3 | 3 | 4 | 4 | 3 | 3 | 2 | 2 | 2 | 320 |
| Jury Coordinator | 3 | 3 | 4 | 4 | 4 | 4 | 3 | 3 | 4 | 2 | 2 | 2 | 2 | 320 |
| Accounting Specialist II | 4 | 3 | 3 | 3 | 4 | 4 | 3 | 3 | 3 | 2 | 2 | 2 | 2 | 320 |
| Administrative Specialist | 4 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 2 | 315 |
| LEVEL VII: 305-335 | | | | | | | | | | | | | | |
| Chief Deputy Recorder | 3 | 3 | 4 | 4 | 4 | 4 | 3 | 3 | 3 | 3 | 2 | 2 | 2 | 315 |
| Deputy Coroner | 3 | 3 | 3 | 3 | 3 | 3 | 4 | 4 | 2 | 3 | 3 | 3 | 3 | 315 |
| Park Maintenance Supervisor | 3 | 3 | 4 | 4 | 4 | 4 | 3 | 3 | 2 | 2 | 2 | 2 | 3 | 315 |
| Custodial Supervisor | 2 | 2 | 5 | 5 | 4 | 4 | 3 | 3 | 3 | 2 | 2 | 2 | 3 | 315 |
| Supervising Office Support Specialist | 4 | 4 | 4 | 4 | 3 | 3 | 3 | 3 | 3 | 2 | 2 | 2 | 2 | 315 |
| Heavy Equipment Mechanic | 3 | 3 | 3 | 3 | 3 | 3 | 4 | 4 | 3 | 2 | 2 | 2 | 4 | 310 |
| Animal Control Manager | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 4 | 3 | 3 | 3 | 3 | 305 |
| Building Maintenance Mechanic II | 3 | 3 | 3 | 3 | 4 | 4 | 3 | 3 | 3 | 2 | 2 | 2 | 3 | 305 |
| Engineering Technician I | 3 | 3 | 3 | 3 | 4 | 4 | 3 | 3 | 2 | 2 | 2 | 2 | 4 | 305 |
| Licensed Practical Nurse | 3 | 3 | 3 | 3 | 3 | 3 | 4 | 4 | 3 | 2 | 2 | 2 | 3 | 305 |
| Licensed Practical Nurse-Nursing Home | 3 | 3 | 3 | 3 | 3 | 3 | 4 | 4 | 3 | 2 | 2 | 2 | 3 | 305 |
| LEVEL VI: 270-300 | | | | | | | | | | | | | | |
| Circuit Court Secretary | 4 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 2 | 2 | 2 | 300 |
| Victim/Witness Specialist | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 2 | 295 |
| Senior Field Inspector-Assessment | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 2 | 3 | 3 | 3 | 3 | 295 |
| Computer Operator II | 4 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 2 | 2 | 2 | 2 | 2 | 295 |
| Activity Director | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 2 | 3 | 3 | 2 | 2 | 290 |
| Fleet Mechanic | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 2 | 2 | 2 | 3 | 285 |
| Assistant Field Inspector-Assessment | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 2 | 2 | 2 | 2 | 3 | 280 |
| Legal Assistant I | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 2 | 2 | 2 | 2 | 280 |
| Park Maintenance Worker II | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 2 | 2 | 2 | 2 | 3 | 280 |
| Animal Control Warden | 2 | 2 | 2 | 2 | 3 | 3 | 3 | 3 | 4 | 3 | 3 | 3 | 4 | 275 |
| Office Support Specialist II | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 2 | 2 | 2 | 2 | 2 | 275 |
| Safety Coordinator | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 2 | 2 | 2 | 2 | 2 | 275 |
| LEVEL V: 235-265 | | | | | | | | | | | | | | |
| Assistant Food Services Supervisor | 3 | 3 | 3 | 3 | 3 | 3 | 2 | 2 | 3 | 3 | 2 | 2 | 3 | 265 |
| Computer Operator I | 3 | 3 | 2 | 2 | 2 | 2 | 3 | 3 | 2 | 2 | 2 | 2 | 2 | 240 |
| Vision/Hearing Technician | 3 | 3 | 2 | 2 | 3 | 3 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 240 |

| TITLE | VALUES | Knowledge/ Ability | Supervision/ Responsibility | Scope/ Effect | Problem Solving | Authority | Contact | Physical | TOTAL |
|--|--------|-----------------------|--------------------------------|------------------|--------------------|-----------|---------|----------|-------|
| | FACTOR | 20 | 15 | 20 | 20 | 5 | 15 | 5 | |
| | | I | II | III | IV | V | VI | VII | |
| (cont'd) LEVEL V: 235-265 | | | | | | | | | |
| Building Maintenance Mechanic I | | 2 | 3 | 3 | 2 | 2 | 2 | 3 | 240 |
| Building Maintenance Mechanic-NH | | 2 | 3 | 3 | 2 | 2 | 2 | 3 | 240 |
| Accounting Specialist I | | 3 | 2 | 3 | 2 | 2 | 2 | 2 | 240 |
| Lead Custodian | | 2 | 3 | 3 | 2 | 2 | 2 | 3 | 240 |
| Park Maintenance Mechanic I | | 2 | 3 | 3 | 2 | 2 | 2 | 3 | 240 |
| LEVEL IV: 200-230 | | | | | | | | | |
| Emergency Com. Addressing Tech | | 3 | 2 | 2 | 2 | 2 | 2 | 2 | 220 |
| Assistant Clerk, Jury Commission | | 2 | 2 | 2 | 2 | 2 | 3 | 2 | 215 |
| Building Maintenance Worker | | 2 | 2 | 2 | 2 | 2 | 2 | 3 | 205 |
| Building Maintenance Worker-Nursing Home | | 2 | 2 | 2 | 2 | 2 | 2 | 3 | 205 |
| Park Maintenance Worker I | | 2 | 2 | 2 | 2 | 2 | 2 | 3 | 205 |
| Commissary Clerk | | 2 | 2 | 2 | 2 | 2 | 2 | 3 | 205 |
| Mail Processing Clerk | | 2 | 2 | 2 | 2 | 2 | 2 | 3 | 205 |
| Courtroom Clerk | | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 200 |
| Deputy County Clerk | | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 200 |
| Office Support Specialist I | | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 200 |
| LEVEL III: 165-195 | | | | | | | | | |
| Jury Bailiff | | 2 | 2 | 2 | 1 | 2 | 2 | 2 | 180 |
| CNA Coordinator | | 2 | 2 | 2 | 1 | 2 | 2 | 2 | 180 |
| Custodian | | 2 | 2 | 2 | 1 | 2 | 1 | 3 | 170 |
| LEVEL II: 130-160 | | | | | | | | | |
| Receptionist | | 2 | 1 | 2 | 1 | 1 | 2 | 2 | 160 |
| Volunteer Services Coordinator | | 2 | 2 | 2 | 1 | 2 | 1 | 1 | 160 |
| Automotive Servicer | | 2 | 1 | 2 | 1 | 1 | 1 | 2 | 145 |
| Lobby Security Screener | | 2 | 1 | 1 | 1 | 2 | 2 | 2 | 145 |
| LEVEL I: 95-125 | | | | | | | | | |

ASSIGNMENT

This assignment is effective as of the date signed below by the County of McLean ("County").

WHEREAS, Westfield Insurance Company ("Westfield") issued commercial property policy no. CSP3 689 189 to the Public Building Commission of McLean County ("PBC") effective from June 18, 2002 through June 18, 2003 insuring the property located at 104 W. Front Street, Bloomington, Illinois, 61701 ("property") subject to the terms and conditions of the policy, which policy also insured County as an additional insured;

WHEREAS, The Hartford issued Special Multi-Flex policy no. 83 UUM RF 6641 to County and Cincinnati Insurance Company issued Machinery and Equipment policy no. 2656805 to County (the "other policies") which other policies were in force and effect at the relevant time of the Westfield policy, with respect to the property, with coverages provided to County, pursuant to the terms and conditions of the other policies;

WHEREAS, the property sustained a loss on or about June 15, 2003 ("occurrence");

WHEREAS, the cause of the loss is under investigation;

WHEREAS, Westfield had made loss payments to County and will make additional loss payments to County in the future, which loss payments Westfield contends are covered and should be paid in whole or in part, or on a pro-rata basis by one or both of the other policies;

WHEREAS, County has agreed to assign to Westfield its claim and policy rights to claim for losses paid to County by Westfield arising from the occurrence which County may have under the other policies and which loss payments Westfield contends are covered and should be paid, in whole or in part, or on a pro-rata basis by one or both of the other policies;

NOW, therefore, and in consideration of Westfield's prior and future payments and other good and valuable consideration, sufficiency of which is hereby acknowledged, County hereby assigns and transfers onto Westfield, its successors, legal representatives and assigns, (1) all right, title and interest in the other policies arising out of or in any manner relating to losses from the occurrence for which and to the extent which Westfield has or will make payment and which losses Westfield contends are covered and should be paid, in whole or in part, or on a pro-rata basis by one or both of the other policies; and (2) any and all rights, claims, and causes of action, whether accrued or unaccrued, in contract or in tort or in equity, that it has or may have against Hartford and/or Cincinnati Insurance Company on the other policies arising out of or in any manner relating to losses from the occurrence for which Westfield has or will make payment and which losses Westfield contends are covered and should be paid, in whole or in part, or on a pro-rata basis by one or both of the other policies.

If Westfield makes payment to the County that it later claims or asserts should have been paid, either in whole or in part, or on a pro-rata basis by Hartford or Cincinnati, Westfield agrees that it shall not seek recovery or reimbursement of any of those payments from County. Westfield shall be solely responsible for all costs, expenses and attorneys fees, if any, incurred in asserting any rights of County under this assignment.

County agrees to communicate to Westfield or its representatives any facts known to County with respect to the occurrence and the other policies, testify in any judicial or administrative proceeding to the extent required by law, and take whatever other steps as may be reasonably necessary to effectuate this assignment, when requested to do so by Westfield.

COUNTY OF MCLEAN

By: _____

Its: _____

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2003.

Notary Public

**SERVICE AGREEMENT BETWEEN
MCLEAN COUNTY AND
CANNON COCHRAN MANAGEMENT SERVICES, INC.**

THIS SERVICE AGREEMENT is made and entered into this 1st day of January 2004, by and between McLean County (the "Client"), and Cannon Cochran Management Services, Inc. ("CCMSI"), a Delaware corporation. It is agreed between the parties hereto as follows:

A. APPOINTMENT OF CCMSI. The Client hereby appoints CCMSI, and CCMSI hereby agrees to serve, as Third Party Administrator ("Administrator") of the Client's workers' compensation self-insurance program created and existing under the State of Illinois ("State") Self-Insurance Regulations.

B. FUNCTIONS OF CCMSI. During this Agreement, the regular functions of CCMSI as the Client's Administrator shall include the following:

1. General Administrative Duties and Responsibilities.

(a) Regulatory Functions.

- 1) CCMSI will perform or supervise functions set forth in the rules and regulations promulgated by the State Self-Insurance Regulations.
- 2) CCMSI will prepare, compile, and file notices, reports, documents, forms and surveys as may be required of the Administrator by the State.
- 3) CCMSI will represent the Client to the best of its ability at necessary hearings, meetings, conventions and administrative inquiries involving the interests of the Client, as required of the Administrator by the State, except those requiring representation by an attorney at law.

(b) Management Functions. CCMSI will perform and manage the daily business affairs of the Client's self-insurance program, including but not limited to:

- 1) Preparing and maintaining adequate and correct books, records and accounts on behalf of the Client in compliance with applicable statutes, regulations and established practices.
- 2) Recommending firms or individuals to perform legal, financial and other professional services on behalf of the Client, and paying such firms or individuals with Client funds, subject to Client approval.
- 3) Coordinate and report to excess insurance carriers, as appropriate, subject to compliance of Section C.5.

- (c) Provision of Reports. CCMSI agrees to provide reports to the Client as specified in the Schedule of Reports attached hereto as Exhibit A.
 - (d) Cooperation by CCMSI. CCMSI will cooperate with any fiscal or fiduciary agent appointed by the Client for the management of the Client's investments.
 - (e) Additional Services. Subject to joint agreement by the parties and negotiation of a mutually acceptable fee, CCMSI will provide such additional services as may be reasonable, necessary or prudent for the business and purposes of the Client.
2. Risk Management Services. CCMSI will provide the Client risk management services upon mutual agreement of the parties. The Schedule of Risk Management Services is attached hereto as Exhibit B.
3. Loss Control Services. CCMSI will provide the Client loss control services upon mutual agreement of the parties. The Client shall remain fully responsible for the implementation and operation of its own safety programs and for the detection and elimination of any unsafe conditions or practices. The Schedule of Loss Control Services is attached hereto as Exhibit C.
4. Claim Administration.
- (a) Claim Management and Administration. CCMSI will manage and administer all claims of the Client which occur during the period of this Agreement. CCMSI will act on behalf of Client in handling, monitoring, investigating, overseeing and adjusting all such actual and alleged claims.
 - (b) Claim Settlement. CCMSI will settle claims of the Client with Client funds in accordance with reasonable limits and guidelines established with the Client.
 - (c) Claim Reserves. CCMSI will recommend reserves for unpaid reported claims and unpaid claim expenses.
 - (d) Allocated Claim Expenses. CCMSI will pay all Allocated Claim Expenses with Client Funds. Allocated Claim Expenses are charges for services provided in connection with specific claims. Allocated Claim Expenses will include all expenses incurred in connection with the investigation, adjustment, settlement or defense of out-of-state claims, even if such expenses are incurred by CCMSI. Allocated Claim Expenses will include, but not be limited to, charges for:
 - 1) Independent medical examinations of claimants;
 - 2) Managed care, including but not limited to PPO networks, medical bill audits, medical management review, and CCMSI Managed Care Services, agreed to by the Client;

- 3) Surveillance and other related expenses associated with the detection and prosecution of fraudulent claims including legal fees;
- 4) Attorneys, experts and special process servers;
- 5) Court costs, fees, interest and expenses;
- 6) Depositions, court reporters and recorded statements;
- 7) Independent adjusters and appraisers;
- 8) CCMSI personnel, at their customary rate or charge, but only with respect to claims outside the State; and
- 9) Actual expenses incurred by CCMSI employees outside the State for meals, travel, and lodging in conjunction with claim management.

(e) Subrogation. CCMSI will monitor claims for subrogation.

C. CLIENT RESPONSIBILITIES. Client agrees to:

1. Report all claims, incidents, reports or correspondence relating to potential claims in a timely manner.
2. Cooperate fully in the disposition of all claims.
3. Provide adequate funds to pay all claims and expenses in a timely manner.
4. Respond to information requests in a timely manner.
5. Provide a complete copy of current excess or other insurance policies, including endorsements and audits, applicable to Client's workers' compensation self-insurance program.
6. Promptly pay CCMSI's fees.

D. OPERATING EXPENSES. The Client agrees to be responsible for and pay all of its own operating expenses other than service obligations of CCMSI. Such operating expenses shall include but not be limited to charges for the following:

1. All costs associated with meeting State security requirements;
2. Certified Public Accountants;
3. Attorneys, other than provided for in Section B.3.(d)3) and B.3.(d)4) of this Agreement;
4. Outside consultants, actuarial services or studies and State audits;

5. Independent payroll audits;
6. Allocated Claims Expenses incurred pursuant to Section B.4.(d) of this Agreement;
7. Governmental fees and taxes; and
8. Educational and/or promotional material, industry-specific loss control material, customized forms and/or stationery, supplies, operator-assisted conference calls and extraordinary postage, such as bulk mailing, express mail or messenger service.
9. NCCI charges;
10. Excess and other insurance premiums;
11. EDI charges; and
12. Other operating costs as normally incurred by the Client.

E. BOOKS AND RECORDS.

1. (a) CCMSI shall maintain all books, records, applications and other forms of information relating specifically to the Client which are necessary to the performance of CCMSI's obligations under this Agreement (the "Records"). The Records shall remain at all times the sole property of the Client.

(b) The Records shall not include any manuals, forms, files and reports, documents, customer lists, rights to solicit renewals, computer records and tapes, financial and strategic data, or information which documents CCMSI's processes, procedures and methods, or which CCMSI employs to administer programs other than the Client. The items specified in this Paragraph E.1.(b) shall at all times be and remain the sole and exclusive property of CCMSI, and the Client shall not have any ownership, interest, right to duplicate or right to utilize these items.
2. During this Agreement, CCMSI shall provide the Client with copies of the Records, if so requested by the Client. Any costs of reproduction of the Records shall be borne by the Client. In the event this Agreement is terminated or non-renewed, Client Records will be turned over to the Client.
3. CCMSI shall make the Records available for inspection by any duly authorized representative of the Client, or any governmental authority having jurisdiction over CCMSI or the Client.

F. SOLICITATION OF EMPLOYEES. During the term of this Agreement and for two (2) years thereafter, the Client and CCMSI mutually agree not to recruit, solicit or hire any employee of the other without written permission.

G. OTHER INSURANCE. Any specific or aggregate excess insurance, reinsurance,

or other insurance product purchased by the Client will be placed by CCMSI, if requested by the Client. Customary commissions and fees for these coverages will be retained by CCMSI.

H. TERM AND TERMINATION.

1. Term of Agreement. The first term of this Agreement shall be for three (3) years beginning on January 1, 2004 and terminating on December 31, 2006. Unless ~~the~~ Agreement is terminated as set forth in paragraph G.2. below, it will automatically renew for another term of three (3) years. This automatic renewal shall continue for successive three (3) year terms until the Agreement is terminated as set forth in paragraph H.2. or paragraph H.4. below. It is anticipated that, at least ninety (90) days prior to the expiration of each one (1) year term of this Agreement, the parties shall either enter into good-faith negotiations regarding any change in terms for renewal or provide written notice of their intent to terminate as set forth in subparagraph H.2.(b) below.
2. Termination of Agreement. This Agreement may be terminated:
 - (a) By mutual agreement of the parties hereto;
 - (b) ~~Upon~~ Upon expiration of the current term of this Agreement if either party has given the other at least ninety (90) days written notice of its intention to terminate as set forth in paragraph H.1. above;
 - (c) Upon dissolution of the Client's self-insurance program, whether voluntary or due to cessation of Client's authority to self-insure;
 - (d) Upon dissolution of the Client's self-insurance program due to Client insolvency or bankruptcy;
 - (e) Upon thirty (30) days written notice by either party if the other party is in material breach of any term, covenant or condition contained herein; provided, however, that as a condition precedent to termination under this Section H.2.(e), the terminating parties shall give written notice to the other party, who shall have thirty (30) days from the date of such notice to cure or correct the grounds for termination. If the grounds of termination are not corrected or cured during the thirty (30) day period, this Agreement may be terminated on the termination date specified in the notice, but not prior to the expiration of the thirty (30) day period described herein.
3. Services Following Termination of Agreement. Should this Agreement be terminated for any condition described under Section H.2., CCMSI will cease providing services, turn over to the Client all Client files, which shall include loss control records, reports, surveys and correspondence, underwriting surveys and premium calculations, reinsurance and excess insurance files, all active and closed claim files, Client files, and readable form copies of all regulatory filings.

Upon the Client's request and subject to agreement by CCMSI, CCMSI will be paid a reasonable negotiated fee to:

- (a) Provide continued administration of the open claim files;
- (b) Cooperate with any successor administrator in the orderly transfer of all functions; and
- (c) Provide an electronic transfer of data, if such is feasible.

4. **Termination Fee.** If the Program terminates this Agreement for any reason other than those set forth in paragraph H.2. above, the Client will pay CCMSI a termination fee equal to ten percent (10%) of CCMSI's projected annual fee. In such event, payment of the termination fee will be within ninety (90) days after the effective date of termination.
- I. **SERVICE FEE PAYMENTS.** The Client shall pay to CCMSI a service fee as outlined in the Fee and Payment Schedule hereto as Exhibit E.
- J. **ARBITRATION.** If an irreconcilable difference of opinion or claim should arise between the Client and CCMSI as the interpreters of any matter relating to this Agreement, such matter will be submitted to arbitration as the sole remedy available to both parties. Any such arbitration will take place in the City of Bloomington, Illinois, and will be conducted in accordance with the then-current rules of the American Arbitration Association. The Arbitrators, to the extent feasible, will be or have been executive officers of insurance or reinsurance companies.
- K. **RELATIONSHIP OF PARTIES.** Nothing in this Agreement shall be construed to create a relationship of employer/employee, partners or joint ventures between the Client and CCMSI. This Agreement is non-exclusive, and CCMSI shall have the right to perform services on behalf of other individuals, firms, corporations and entities.
- L. **INDEMNIFICATION.**
- 1. **Indemnification by Client.** The Client agrees that it will indemnify and hold harmless CCMSI and CCMSI's directors, officers, employees, agents, shareholders, subsidiaries and other affiliates from and against any and all claims, losses, liability, costs, damages and reasonable attorneys' fees incurred by CCMSI as a result of breach of this Agreement by the Client, or misconduct, error or omissions by the Client, or by any of the Client's trustees, directors, officers, employees, agents, shareholders, subsidiaries, or other affiliates in connection with the performance of this Agreement.
 - 2. **Indemnification by CCMSI.** CCMSI agrees that it will indemnify and hold harmless the Client and the Client's trustees, directors, officers, employees, agents, shareholders, subsidiaries, members, or other affiliates from and against any and all claims, losses, liability, costs, damages and reasonable

attorneys' fees incurred by the Client as the result of breach of this Agreement by CCMSI or misconduct, error or omissions by CCMSI, or by any of CCMSI's directors, officers, employees, agents, shareholders, subsidiaries or other affiliates in connection with the performance of this Agreement.

M. **CHANGE IN CIRCUMSTANCES.** In the event the adoption of any statute, rule, or regulation materially changes the nature of the relationship between the parties hereto or the legal or economic premises upon which this Agreement is based, the parties hereto shall undertake good faith negotiations to amend the terms of this Agreement to account for such changes in a reasonable manner.

N. **MISCELLANEOUS.**

1. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois without regard to principles of conflicts of law.
2. **Timing of Services.** CCMSI may exercise its own judgment, within the parameters set forth herein, as to the time and manner in which it performs the services required hereunder.
3. **Successors in Interest.** This Agreement shall be binding upon, and inure to the benefit of, the successors in interest and permitted assigns of the parties hereto.
4. **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if the invalid or unenforceable provision had been revised to the minimum extent necessary to make it valid and fully enforceable under applicable law.
5. **Paragraph Headings.** All paragraph headings in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
6. **Waiver.** The failure of any party to enforce any provisions of this Agreement shall not constitute a waiver by such party of any provision. A past waiver of a provision by either party shall not constitute a course of conduct or a waiver in the future with respect to that same provision.
7. **Entire Agreement/Amendment.** This Agreement sets forth the full and final understanding of the parties hereto with respect to the matters described herein, and supersedes any and all prior agreements and understandings between them, whether written or oral. This Agreement may be amended only by written document executed by the Client and CCMSI.

Executed this ____ day of _____, 200 ____.

CANNON COCHRAN MANAGEMENT SERVICES, INC.

By: _____
Rodney J. Golden

Its: Chief Operating Officer/Executive Vice President

MCLEAN COUNTY

By: _____

Its: _____

Effective Date: January 1, 2004

EXHIBIT A

SCHEDULE OF REPORTS

CCMSI will provide the following computer reports:

1. A detailed listing of all claims broken down by location, policy year and line of coverage. (MONTHLY)
2. A summary of all claims broken down by location, policy year and line of coverage. (MONTHLY)
3. A check register listing all checks issued during a reporting period. (MONTHLY)

EXHIBIT B

SCHEDULE OF RISK MANAGEMENT SERVICES

CCMSI will conduct an annual claim review meeting at the Client's request.

Effective Date: January 1, 2004

EXHIBIT C

SCHEDULE OF LOSS CONTROL SERVICES

Loss control services can be provided at the request of the Client and will be billed at an hourly rate of \$100 per hour. Service hours include preparation time, travel time, field time and follow-up time.

EXHIBIT D

MANAGED CARE SERVICES
(compSolutions)

There is no charge to McLean County for Managed Care Services provided in this Agreement unless savings are achieved. Upon savings for PPO, fee schedule or usual and customary adjustments, the savings allocation is 67% to McLean County and 33% to *compSolutions*, paid as an allocated claim expense. For the Prescription Drug Savings Program, the savings allocation is 67% to McLean and 33% to *compSolutions*, also paid as an allocated expense.

The above Managed Care Services are contingent on the provision that all medical bills are being routed for review through CCMSI's Managed Care Program, "*compSolutions*".

Effective Date: January 1, 2004

EXHIBIT E

FEE AND PAYMENT SCHEDULE

01/01/04 – 12/31/06

Claims Administration

CCMSI will handle workers' compensation claims for the life of this Agreement for a per claim annual fee as follows:

| | |
|--------------------------------|---|
| Indemnity..... | \$650 / per claim for policy year 01/01/04-12/31/04 \$665 / per claim for policy year 01/01/05-12/31/05 \$675 / per claim for policy year 01/01/06-12/31/06 |
| Medical Only..... | \$150 / per claim for policy year 01/01/04-12/31/04 \$150 / per claim for policy year 01/01/05-12/31/05 \$150 / per claim for policy year 01/01/06-12/31/06 |
| Incident Only/Report Only..... | \$ 35 / per claim for policy year 01/01/04-12/31/04 \$ 35 / per claim for policy year 01/01/05-12/31/05 \$ 35 / per claim for policy year 01/01/06-12/31/06 |

Total Minimum Claims Administration FeeSee Chart Below

CCMSI will provide claims administration for a minimum annual claim fee of \$16,868 with a 3% increase at the start of the second year and a 3% increase at the start of the third year. CCMSI and McLean County mutually agree that if claim trends change significantly up or down, we will meet to establish a new minimum claims administration fee at the beginning of the new policy year.

Claims will be analyzed by the number of claims as well as the type of claims at the end of each year and priced on a per claim fee outlined above.

Any additional charges over the total adjusted claims administration fee will be billed quarterly thereafter.

Annual Administration Fee \$500 – Policy Year 01/01/04-12/31/04
 \$750 – Policy Year 01/01/05-12/31/05
 \$750 – Policy Year 01/01/06-12/31/06

Included in the Annual Administration Fee:

- Dedicated Client Service Team and Client Service Instructions specific to McLean County
- Monthly Loss Reporting
- Index System Reporting which now includes OFAC/Patriot Act compliance
- Issuance of 1099's
- Assistance in filing and completing state forms (i.e. 2nd Injury Fund and Illinois Form 45)
- Internet Claim Access
- Annual Claim Review at Client's request. Additional Client visits will be charged at time & expense @ \$75 an hour.
- Coordination of claim audits with excess carrier as requested

| Policy Period | Minimum Claims Administration Fee | Annual Administration Fee | Grand Total | Quarterly Installments |
|-------------------|-----------------------------------|---------------------------|-------------|------------------------|
| 01/01/04-12/31/04 | \$16,868 | \$500 | \$17,368 | \$4,342.00 |
| 01/01/05-12/31/05 | \$17,374 | \$750 | \$18,124 | \$4,531.00 |
| 01/01/06-12/31/06 | \$17,895 | \$750 | \$18,645 | \$4,661.25 |

Executed this ____ day of _____, 200__.

CANNON COCHRAN MANAGEMENT SERVICES, INC.

By: _____
 Rodney J. Golden

Its: Chief Operating Officer/Executive Vice President

MCLEAN COUNTY

By: _____

Its: _____

CHAPTER 14 - NURSING HOME

Resolution Establishing Charges for Services
McLean County Nursing Home

WHEREAS, Illinois Compiled Statutes (1992), Chapter 55, Section 5/5 1005.6 empowered the County of McLean to erect and maintain a county nursing home and establish rates to be paid by a person seeking care and treatment in the home; and

WHEREAS, Illinois Compiled Statutes (1992), Chapter 55, Section 5/5-21001.6 empowers the County of McLean to establish rates to be paid per day by persons seeking care and treatment in the McLean County Nursing Home; and

WHEREAS, the McLean County Nursing Home participates in the Medicare program for skilled care; and

WHEREAS, the Human Services Committee of the McLean County Board has deemed it necessary and advisable that the McLean County Board establish charges for services provided to the residents of the McLean County Nursing Home; now, therefore,

BE IT RESOLVED by the County Board that effective **January 1, 2004**;

1. The daily rate for resident care in the non-Medicare certified section shall be \$116.00.
2. The daily rate for resident care in the Medicare certified section shall be \$150.00.
3. The following charges are hereby established for supplies and services:

| | | |
|----|--|---------------|
| a) | Medical supplies | Cost plus 20% |
| b) | Medications in the Medicare Section | Cost plus 50% |
| c) | Lab procedures in the Medicare Section | Cost plus 20% |
| d) | Respiratory Therapy | Cost plus 20% |
| e) | Speech Therapy | Cost plus 20% |
| f) | Occupational Therapy | Cost plus 20% |
| g) | Physical Therapy | Cost plus 20% |
4. That the County Clerk shall provide a copy of this signed resolution to the Administrator of the McLean County Nursing Home.

REPEAL DATE OF EFFECT. This resolution shall be in full force and effect on **January 1, 2004**; and the Resolution shall supersede any previous resolution establishing Nursing Home care rates.

(2)

ADOPTED by the County Board of McLean County, Illinois, this 16th day of December, 2003.

ATTEST:

APPROVED:

Peggy Ann Milton, Clerk of
the County Board of
McLean County

Michael F. Sweeney, Chairman
McLean County Board

E:\Ann\Resolutions\NH04RATE.RES.doc



November 24, 2003

The Honorable Peggy Ann Milton
 McLean County Clerk
 104 W. Front Street – Room 704
 Bloomington, IL 61701

Re: AccuVote OS Voting System Proposal for McLean County

Dear Ms. Milton:

Fidlar Election Company is pleased to offer the following Voting Solution and software proposal, which is or will be HAVA 2002 and SB 0428 compliant for your review and consideration:

| <u>QUANTITY</u> | <u>DESCRIPTION</u> | |
|-----------------|--------------------|--|
| 66 | Precincts | |
| 57 | Polling Places | |
| 48,289 | Active Voters | |

| <u>QUANTITY</u> | <u>DESCRIPTION</u> | <u>PRICE</u> |
|-----------------|--------------------------------|----------------------|
| 62 | 311-1421 AccuVote OS Tabulator | \$ 387,500.00 |
| 62 | 321-1111 Ballot Box | Included |
| 62 | 641-1311 128KB Memory Card | Included |
| 62 | 314-1211 Case | Included |
| | Total: | \$ 387,500.00 |

Total Price: \$ 387,500.00
Less Client Discount: \$ (65,100.00)
Total Price For Voting Solution Investment: \$ 322,400.00

FINANCING

| | | | |
|--------------------------|---|-----------------------|----------------------|
| <input type="checkbox"/> | | Purchase | \$ 322,400.00 |
| | Down payment due from HAVA Reimbursement | \$(207,494.30) | |
| | Due upon delivery | \$ 114,905.70 | |

ADDITIONAL SERVICES

| | | |
|----|--|--------------|
| 1 | Pollworker Training Per Day (Plus Expenses) | \$ 1,150.00 |
| 2 | Public Awareness Training (Plus Expenses) | \$ 2,300.00 |
| 1 | OS Ballot on Demand Annual Fee after Election year 2004 | \$ 7,400.00 |
| 75 | Ballot Bags @ \$65.00 each | \$ 4,875.00 |
| | Annual Maintenance of 62 Optical Scan Devices for 2005 | \$ 17,050.00 |
| | HP9100 Printer | Included |
| | Use of GEMS Software for 2004 | Included |
| | (Included but not limited to all future upgrades as mandated by law) | |
| | Dana Pittman to support Elections for 2004 | No Charge |

Prices good for 30 days from date of Proposal.

FOB Manufacturer

Very truly yours,
Fidlar Election Company

Ken Gibson, Account Manager
Dana Pittman, Account Manager

ACCEPTED:

Peggy Ann Milton, County Clerk
McLean County
BY

William R. Barrett, Vice President
Fidlar Election Company
BY

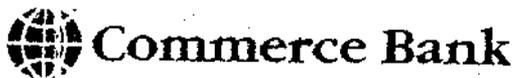


DATE _____

DATE November 24, 2003

Michael Sweeney, McLean County Chairman
BY

DATE _____



November 25, 2003

John Zeunik
McLean County
104 W. Front Street
P. O. Box 2400
Bloomington, IL 61702-2400

RE: Bank Eligible Municipal Lease Purchase Financing (All billings to be send to Peggy Ann Milton, County Clerk at the same address).

Dear John:

Thank you for the opportunity to earn your business. Commerce Bank, N. A. takes pride in providing local, customized service coupled with competitive pricing.

Commerce Bank, N. A. has approved the following terms for McLean County to purchase 62 new optical scan voting machines @ \$5,200.00 each. This commitment to lease funds will expire Friday at 5:00PM, January 30, 2004 unless accepted prior.

LESSOR: Commerce Bank, N.A.

LESSEE: McLean County, Illinois

ORIGINAL ACQUISITION COSTS: \$ 322,400.00

EQUIPMENT: 62 new optical scan voting machines @ \$ 5,200.00 each (All equipment acceptable to and at Commerce Bank, N. A. sole discretion).

FUNDING SCHEDULE: On or before January 30, 2004

BASE TERM RENT AND BASE TERM COMMENCEMENT DATE: The Base Term of the lease shall be Four (4) Years. Lessee shall make Four (4) consecutive annual payments, in arrears, equal to \$ 87,773.77 or 27.22511% of Original Acquisition Cost ("Base Rental Factor").

FASB IMPLICIT RATE: 3.50%

RENTAL ADJUSTMENT: The Base Rent Factor, as hereinafter defined, is based on a straight line interpolation of United States Treasury Interest Rate Swaps with a weighted average life equal to lease term offered, the rate is 2.47%, as quoted in the Federal Reserve Statistical Release H.15,

McLean County
November 25, 2003
Page 2 of 2

Interest Rate Swaps, (the "Index") for November 20, 2003 ("Reference Date"). Lessor reserves the right to adjust the Base Rent Factors based on the changes of these indices prior to the Base Term Commencement Date, these adjustments shall preserve Lessor's original spread to a nominal pre-tax yield.

END OF LEASE OPTION: Lessee will own the Base Lease Assets.

TAX TREATMENT: Tax depreciation shall be for Lessee's account.

NET LEASE: The lease shall be a net lease in all respects, and Lessee shall be responsible for all taxes (other than federal taxes measured on Lessor's net income) and other costs and expenses of every nature whatsoever arising from the lease of the Equipment.

ORAL AGREEMENTS OR COMMITMENTS TO LEASE MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT OR OBLIGATION, INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT, ARE NOT ENFORCEABLE. TO PROTECT YOU (LESSEE) AND US (LESSOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

To accept the foregoing, please execute the one original of this letter, and return it directly to the undersigned.

Very truly yours,

COMMERCE BANK, N.A.



Byron Biotcky
Vice President

ACCEPTED: McLean County, Illinois

BY: _____
Michael F. Sweeney

TITLE: _____
Chairman, McLean County Board

DATE: _____

RESOLUTION of the McLEAN COUNTY BOARD
SEEKING REIMBURSEMENT for the
PURCHASE of OPTICAL SCAN VOTING MACHINES
Under the "HELP AMERICA VOTE ACT of 2002"

WHEREAS, on October 29, 2002, President George W. Bush signed into law the "Help America Vote Act of 2002," (the "HAVA") (Public Law 107-252); and,

WHEREAS, under Title 1, Section 102 of HAVA, "Replacement of Punch Card and Lever Voting Machines," federal funds are provided to reimburse election jurisdictions as part of a punch card buyout program; and,

WHEREAS, on August 21, 2003, Illinois Governor Rod Blagojevich signed Senate Bill 428, the State legislation helping to implement the federal law and establishing a State fund to distribute monies in accordance with HAVA; and,

WHEREAS, at its September 15, 2003 meeting, the Illinois State Board of Elections adopted a staff proposal to distribute HAVA funds for the punch card buyout program; and,

WHEREAS, at its November 18, 2003, meeting, the McLean County Board adopted the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance, which includes an appropriation in the County Clerk's Office for the lease-purchase of optical scan voting machines for use in the precincts in McLean County under the jurisdiction of the County Clerk; and,

WHEREAS, at its December 2, 2003 meeting, the Finance Committee recommended approval of the recommendation received from the County Clerk to purchase 62 optical scan voting machines for use in the March, 2004 primary election and the November, 2004 general election; now, therefore,

BE IT RESOLVED by the McLean County Board, now meeting in regular session, as follows:

1. The McLean County Board agrees to apply for and accept funds being held by the Illinois State Board of Elections, which funds were furnished by the United State Government under the provisions of the Help America Vote Act ("HAVA") for the reimbursement for new voting systems and equipment in compliance with HAVA requirements.

2. The McLean County Board agrees to take such action as may be necessary to comply with the requirements of the State Board of Elections for the release of such HAVA funds by supplying the State Board of Elections detailed descriptions of equipment previously purchased, providing full information about payment amounts and other cost information for such equipment.

3. The McLean County Board agrees to take such action as necessary to be certain that the new voting system does not use punch card or lever machines, and is fully consistent and in compliance with the requirements of the laws described in Section 906 of the Help America Vote Act (Attachment A), will meet the voting system's standards adopted by the Federal Election Commission in May of 2002, and will meet the requirements of Title III Section 301 (Attachment B) by January 1, 2006.

4. The McLean County Board understands and agrees that equipment purchased for said jurisdiction from HAVA funds shall become the property of the jurisdiction, not the State of Illinois. It understands and agrees that all property control and custody responsibilities will be assumed by the County.

5. The McLean County Board further agrees that future costs related to equipment and/or upgrades now being furnished with HAVA assistance (for example: maintenance, repairs, software, upgrades, etc.) are and shall be the sole responsibility of the County and understands that the State of Illinois assumes no liability for HAVA-mandated upgrades of the local jurisdictions.

6. The McLean County Board agrees to indemnify and hold the State Board of Elections harmless against claims brought against it by the Federal Election Commission, or other agency of the state or federal government, for reimbursement of any monies advanced under the HAVA to the County in the event the County is found guilty of misapplication, misuse or misappropriation of HAVA funds received from the State Board of Elections. The County specifically agrees that in the event of any claim of misapplication, misuse or misappropriation of the funds and demand for reimbursement against the County, the County agrees that the State Board of Elections may conduct an audit of the application of the funds received from the State Board of Elections in order to determine whether such funds have actually been misapplied or misappropriated.

7. The McLean County Board authorizes Peggy Ann Milton, County Clerk, to act as the agent for the County in preparing and executing all applications and other documents required by the State Board of Elections for the reimbursement of HAVA approved voting systems, and the McLean County Board authorizes her to take such action as may be necessary or desirable as requested by the State Board of Elections to effectuate the full purposes of this Resolution, including but not limited to the indemnities provided in this Resolution. The County Clerk is further authorized to provide a certified copy of this Resolution to any agency of government which may request it, certifying that this Resolution was presented and approved according to law at a duly constituted meeting of the McLean County Board.

ADOPTED by the McLean County Board on this the 16th day of December, 2003.

APPROVED:

Michael F. Sweeney, Chairman
McLean County Board

ATTEST:

Peggy Ann Milton, Clerk of the County
Board, McLean County, Illinois

(Place Official Seal here)

Attachment A

SEC. 906. NO EFFECT ON OTHER LAWS.

(a) In General.--Except as specifically provided in section 303(b) of this Act with regard to the National Voter Registration Act of 1993 (42 U.S.C. 1973gg et seq.), nothing in this Act may be construed to authorize or require conduct prohibited under any of the following laws, or to supersede, restrict, or limit the application of such laws:

(1) The Voting Rights Act of 1965 (42 U.S.C. 1973 et seq.).

(2) The Voting Accessibility for the Elderly and Handicapped Act (42 U.S.C. 1973ee et seq.).

(3) The Uniformed and Overseas Citizens Absentee Voting Act (42 U.S.C. 1973ff et seq.).

(4) The National Voter Registration Act of 1993 (42 U.S.C. 1973gg et seq.).

(5) The Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.).

(6) The Rehabilitation Act of 1973 (29 U.S.C. 701 et seq.).

(b) No Effect on Preclearance or Other Requirements Under Voting Rights Act.--The approval by the Administrator or the Commission of a payment or grant application under title I or title II, or any other action taken by the Commission or a State under such title, shall not be considered to have any effect on requirements for preclearance under section 5 of the Voting Rights Act of 1965 (42 U.S.C. 1973c) or any other requirements of such Act.

ATTACHMENT B

SEC. 301. VOTING SYSTEMS STANDARDS.

(a) Requirements.--Each voting system used in an election for Federal office shall meet the following requirements:

(1) In general.--

(A) Except as provided in subparagraph (B), the voting system (including any lever voting system, optical scanning voting system, or direct recording electronic system) shall--

(i) permit the voter to verify (in a private and independent manner) the votes selected by the voter on the ballot before the ballot is cast and counted;

(ii) provide the voter with the opportunity (in a private and independent manner) to change the ballot or correct any error before the ballot is cast and counted (including the opportunity to correct the error through the issuance of a replacement ballot if the voter was otherwise unable to change the ballot or correct any error); and

(iii) if the voter selects votes for more than one candidate for a single office--

(I) notify the voter that the voter has selected more than one candidate for a single office on the ballot;

(II) notify the voter before the ballot is cast and counted of the effect of casting multiple votes for the office; and

(III) provide the voter with the opportunity to correct the ballot before the ballot is cast and counted.

(B) A State or jurisdiction that uses a paper ballot voting system, a punch card voting system, or a central count voting system (including mail-in absentee ballots and mail-in ballots), may meet the requirements of subparagraph (A)(iii) by--

(i) establishing a voter education program specific to that voting system that notifies each voter of the effect of casting multiple votes for an office; and

(ii) providing the voter with instructions on how to correct the ballot before it is cast and counted (including instructions on how to correct the error through the issuance of a replacement ballot if the voter was otherwise unable to change the ballot or correct any error).

C) The voting system shall ensure that any notification required under this paragraph preserves the privacy of the voter and the confidentiality of the ballot.

(2) Audit capacity.--

(A) In general.--The voting system shall produce a record with an audit capacity for such system.

(B) Manual audit capacity.--

(i) The voting system shall produce a permanent paper record with a manual audit capacity for such system.

(ii) The voting system shall provide the voter with an opportunity to change the ballot or correct any error before the permanent paper record is produced.

(iii) The paper record produced under subparagraph (A) shall be available as an official record for any recount conducted with respect to any election in which the system is used.

(3) Accessibility for individuals with disabilities.--The voting system shall--

(A) be accessible for individuals with disabilities, including nonvisual accessibility for the blind and visually impaired, in a manner that provides the same opportunity for access and participation (including privacy and independence) as for other voters;

(B) satisfy the requirement of subparagraph (A) through the use of at least one direct recording electronic voting system or other voting system equipped for individuals with disabilities at each polling place; and

(C) if purchased with funds made available under title II on or after January 1, 2007, meet the voting system standards for disability access (as outlined in this paragraph).

(4) Alternative language accessibility.--The voting system shall provide alternative language accessibility pursuant to the requirements of section 203 of the Voting Rights Act of 1965 (42 U.S.C. 1973aa-1a).

(5) Error rates.--The error rate of the voting system in counting ballots (determined by taking into account only those errors which are attributable to the voting system and not attributable to an act of the voter) shall comply with the error rate standards established under section 3.2.1 of the voting systems standards issued by the Federal Election Commission which are in effect on the date of the enactment of this Act.

(6) Uniform definition of what constitutes a vote.--Each State shall adopt uniform and nondiscriminatory standards that define what constitutes a vote and what will be counted as a vote for each category of voting system used in the State.

(b) Voting System Defined.--In this section, the term "voting system" means--

(1) the total combination of mechanical, electromechanical, or electronic equipment (including the software, firmware, and documentation required to program, control, and support the equipment) that is used--

(A) to define ballots;

(B) to cast and count votes;

(C) to report or display election results; and

(D) to maintain and produce any audit trail information; and

(2) the practices and associated documentation used--

(A) to identify system components and versions of such components;

(B) to test the system during its development and maintenance;

(C) to maintain records of system errors and defects;

(D) to determine specific system changes to be made to a system after the initial qualification of the system; and

(E) to make available any materials to the voter (such as notices, instructions, forms, or paper ballots).

(c) Construction.--

(1) In general.--Nothing in this section shall be construed to prohibit a State or jurisdiction which used a particular type of voting system in the elections for Federal office held in November 2000 from using the same type of system after the effective

date of this section, so long as the system meets or will meet the requirements of this section.

(2) Protection of paper ballot voting systems.--For purposes of subsection (a)(1)(A)(i), the term "verify" may not be defined in a manner that makes it impossible for a paper ballot voting system to meet the requirements of such requirements.

(d) Effective Date.--Each State and jurisdiction shall be required to comply with the requirements of this section on and after January 1, 2006.

**INTERGOVERNMENTAL AGREEMENT BETWEEN
COUNTY OF McLEAN AND THE CITY OF BLOOMINGTON**

WHEREAS, the City of Bloomington has requested the County of McLean to provide booking services: and

WHEREAS, the County of McLean has booking facilities: and

WHEREAS, the Constitution of the State of Illinois, Article VII, Section 10 and 5 ILCS 220 et seq. permits and encourages intergovernmental cooperation and agreements;

NOW THEREFORE, the parties hereto agree as follows:

1. The County of McLean will perform booking services for the City of Bloomington which services shall include but not be limited to the following: completing all booking forms, finger-printing, taking mug shots, bonding, releasing and transferring persons in custody.

2. The City of Bloomington Police Department shall deliver any individuals taken into custody to the McLean County Detention Facility for booking. The City may bring individuals to the facility twenty-four hours a day, seven (7) days a week, including holidays. The City will complete the necessary paperwork for each person delivered for booking. The County will not accept any individuals needing or asking for medical care. The City will obtain medical care for any individual apparently in need of such care prior to transferring that person to the facility for booking. The City of Bloomington shall have no responsibility for any individuals once they have been transferred to the County for booking, beyond that which may be required by statute.

3. The County shall have full responsibility for all individuals delivered for booking by the City of Bloomington. This responsibility shall include the cost of any medical care administered during the booking process. The County will indemnify and hold the City harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent act performed by the County, its employees and/or agents during the course of booking any individual for the City of Bloomington pursuant to this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.

4. The City of Bloomington will indemnify and hold harmless the County of McLean from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent acts performed by the City, its employees or agents prior to transferring an individual to the County for booking. Such action shall include but are not

limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.

5. The City will pay the County at an annual rate of Eighteen Thousand Four Hundred Eighty Dollars (\$18,480.00) per year for booking services. The City will pay this fee regardless of whether it uses the County's booking services during any particular month and regardless of the number of individuals it delivers to the County for booking.

6. Total amount due herein shall be paid in twelve (12) equal monthly payments of \$1,540.00 at the first of each month.

7. The County may terminate this agreement at any time when payments required hereunder have not been paid. The County is relying on this agreement to hire personnel to satisfy its responsibilities under this agreement. Accordingly, the City of Bloomington may not terminate this agreement without giving the County six (6) months notice of its intent to terminate.

8. This agreement shall be in effect from the date the last party signs until December 31, 2004. Thereafter this agreement may be renewable on a year to year basis subject to adjustments in the amount charged for the services provided.

APPROVED:

Judy Markowitz, Mayor
City of Bloomington

Date: _____

ATTEST:

Tracy Covert, City Clerk
City of Bloomington

Date: _____

Roger Aiken, Chief of Police
City of Bloomington

Date: _____

APPROVED:

Michael Sweeney, Chairman
McLean County Board

Date: _____

ATTEST:

Peggy Ann Milton, Clerk of
McLean County Board

Date: _____

David G. Owens, Sheriff of
McLean County

Date: _____

**INTERGOVERNMENTAL AGREEMENT BETWEEN
COUNTY OF McLEAN AND THE TOWN OF NORMAL**

WHEREAS, the Town of Normal has requested the County of McLean to provide booking services: and

WHEREAS, the County of McLean has booking facilities: and

WHEREAS, the Constitution of the State of Illinois, Article VII, Section 10 and 5 ILCS 220 et seq. permits and encourages intergovernmental cooperation and agreements;

NOW THEREFORE, the parties hereto agree as follows:

- 1. The County of McLean will perform booking services for the Town of Normal which services shall include but not be limited to the following: completing all booking forms, finger-printing, taking mug shots, bonding, releasing and transferring persons in custody.**
- 2. The Town of Normal Police Department shall deliver any individuals taken into custody to the McLean County Detention Facility for booking. The Town may bring individuals to the facility twenty-four hours a day, seven (7) days a week, including holidays. The Town will complete the necessary paperwork for each person delivered for booking. The County will not accept any individuals needing or asking for medical care. The Town will obtain medical care for any individual apparently in need of such care prior to transferring that person to the facility for booking. The Town of Normal shall have no responsibility for any individuals once they have been transferred to the County for booking, beyond that which may be required by statute.**
- 3. The County shall have full responsibility for all individuals delivered for booking by the Town of Normal. This responsibility shall include the cost of any medical care administered during the booking process. The County will indemnify and hold the Town harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent act performed by the County, its employees and/or agents during the course of booking any individual for the Town of Normal pursuant to this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.**
- 4. The Town of Normal will indemnify and hold harmless the County of McLean from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent acts performed by the Town, its employees or agents prior to transferring an individual to the County for booking. Such action shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.**

(2)

5. The Town will pay the County at an annual rate of Eighteen Thousand Four Hundred Eighty Dollars (\$18,480.00) per year for booking services. The Town will pay this fee regardless of whether it uses the County's booking services during any particular month and regardless of the number of individuals it delivers to the County for booking.

6. The total amount due herein shall be paid in twelve (12) equal monthly payments of \$1,540.00 at the first of each month.

7. The County may terminate this agreement at any time when payments required hereunder have not been paid. The County is relying on this agreement to hire personnel to satisfy its responsibilities under this agreement. Accordingly, the Town of Normal may not terminate this agreement without giving the County six (6) months notice of its intent to terminate.

8. This agreement shall be in effect from the date the last party signs until December 31, 2004. Thereafter this agreement may be renewable on a year to year basis subject to adjustments in the amount charged for the services provided.

APPROVED:

APPROVED:

Kent Karraker, Mayor
Town of Normal

Michael Sweeney, Chairman of
McLean County Board

Date: _____

Date: _____

ATTEST:

ATTEST:

Wendelyn Briggs, Town Clerk of the
Town of Normal

Peggy Ann Milton, County Clerk of
McLean County

Date: _____

Date: _____

Walt Clark, Chief of Police
Town of Normal

David G. Owens, Sheriff of
McLean County

Date: _____

Date: _____

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COUNTY OF McLEAN AND ILLINOIS STATE UNIVERSITY

WHEREAS, Illinois State University has requested the County of McLean to provide booking services; and

WHEREAS, the County of McLean has booking facilities; and

WHEREAS, the Constitution of the State of Illinois, Article VII, Section 10 and 5 ILCS. 220 *et seq.* permits and encourages intergovernmental cooperation and agreements;

NOW, THEREFORE, the parties hereto agree as follows:

1. The County of McLean will perform booking services for Illinois State University which services shall include but not be limited to the following: completing all booking forms, finger-printing, taking mug shots, bonding, releasing and transferring persons into custody.
2. The Illinois State University Police Department (hereinafter "ISU Police") shall deliver any individual taken into custody to the McLean County Detention Facility for booking. ISU Police may bring individuals to the facility twenty-four (24) hours a day, seven (7) days a week, including holidays. The ISU Police will complete the necessary paperwork for each person delivered for booking. The County will not accept any individuals needing or asking for medical care. Illinois State University shall have no responsibility for any individuals once they have been transferred to the County for booking, beyond that which may be required by statute.
3. The County shall have full responsibility for all individuals delivered for booking by the Illinois State University Police. This responsibility shall include the cost of any medical care administered during the booking process. To the extent permitted under State and Federal law, the County will indemnify and hold the University harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent act performed by the County, its employees and/or agents during the course of booking any individual for Illinois State University pursuant to this Agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies. The County of McLean does not waive its protection under the Local Governmental and Governmental Employees Tort Immunity Act.
4. To the extent permitted under State and Federal law, Illinois State University will indemnify and hold harmless the County of McLean from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent acts performed by Illinois State University, its employees or agents prior to transferring an individual to the County for booking. Such action shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies. Illinois State University does not waive its sovereign immunities.

5. Illinois State University will pay the County a flat annual fee of Nine Hundred Twenty Dollars (\$920.00) for booking services. The Illinois State University will pay this fee regardless of whether it uses the County's booking services during any particular month and regardless of the number of individuals it delivers to the County for booking.

6. Amounts due hereunder shall be paid at the time of execution of the contract.

7. The County may terminate this agreement at any time when payments required hereunder have not been paid. Illinois State University may terminate this agreement by giving the County six (6) months written notice of its intent to terminate.

8. This agreement shall be in effect from the date the last party signs until December 31, 2004. Thereafter, this agreement may be renewable on a year to year basis subject to adjustments in the amounts charged for the services provided.

APPROVED:

ILLINOIS STATE UNIVERSITY

Stephen M. Bragg, Vice President
for Finance and Planning

Date: _____

Ronald D. Swan, Chief of Police
Illinois State University

Date: _____

APPROVED:

COUNTY OF McLEAN

Michael F. Sweeney, Chairman
McLean County Board

Date: _____

ATTEST:

Peggy Ann Milton, County Clerk
for McLean County

Date: _____

David G. Owens, Sheriff
Of McLean County

Date: _____

APPROVED AS TO FORM:

Renee Smith Byas, General Counsel
Illinois State University

Date: _____

APPROVED AS TO FORM:

Eric T. Ruud, First Assistant
McLean County State's Attorney

Date: _____

VEHICLE PRICE SHEET

| | | | |
|------------------|--|--------------------|---------------------|
| Miles Chevrolet | Chevrolet Impala C91 Interceptor | \$16,969x5 | \$84,845.00 |
| | Chevrolet Impala IWFXC | \$16,959x1 | \$16,959.00 |
| | 6 trade in vehicles | - | \$68,304.00 |
| | | | |
| Heller Ford | Ford Expedition Special Service Vehicle | \$24,815.36x1 | \$24,815.36 |
| | 1 trade in vehicle | - | 21,815.36 |
| | | | |
| | | Total | \$90,119.39 |
| | | | |
| Coroner's Office | | | |
| Miles Chevrolet | Chevrolet Impala C91 Interceptor | \$16,969.00x1 | \$16,969.00 |
| | | | |
| | | Grand Total | \$107,088.39 |

CONTRACT

McLEAN COUNTY ADULT DETENTION FACILITY PHYSICIAN

THIS AGREEMENT, made this 16th day of December, 2003 by and between the COUNTY OF McLEAN, a Body Politic and Corporate, hereinafter known as the COUNTY, and, OSF HEALTHCARE SYSTEM, an Illinois not for profit corporation, owner and operator of St. Joseph Medical Center, Bloomington, Illinois, hereinafter known as the HOSPITAL, employer of Kenneth Inoue, M.D., a physician licensed to practice medicine in the State of Illinois, hereinafter known as the MCDF PHYSICIAN.

WHEREAS, the County of McLean has the authority under 73 ILCS 125/14 to provide medical care to inmates housed at the McLean County Adult Detention Facility; and,

WHEREAS, there is a necessity to provide reasonable medical care to inmates housed at the McLean County Adult Detention Facility; and,

WHEREAS, HOSPITAL employs MCDF PHYSICIAN who has the capacity to provide such service:

THE HOSPITAL AGREES TO PROVIDE THE SERVICES OF THE MCDF PHYSICIAN TO:

1. By the mutual agreement of the parties, conduct on-site services at the jail for the purpose of providing medical aid to inmates and consult with MCDF Health Services staff and with the Sheriff as MCDF Warden, as outlined in the Standards for Health Care in Jails developed by the American Medical Association and adopted by the National Commission on Correctional Health Care.
2. Prepare treatment protocols for nurses on duty and review records and procedures as needed.
3. Provide written authorization for all medical care to jail inmates.
4. Establish written guidelines and directions for transportation of COUNTY inmates under the Sheriff's supervision for emergency care.
5. Assure that the content and scope of written inmate medical records meet applicable standards and statutes, and perform regular chart reviews.
6. Establish written procedures for dispensing prescribed medication to inmates of the McLean County Detention Facility.

7. Attend quarterly administrative meetings with the MCDF Administrator, and Director of MCDF Health Services.
8. In conjunction with Director of MCDF Health Services, Sheriff's Department, and State's Attorney's Office, determine the applicability of County Jail Standards (Medical), State of Illinois, to the provision of medical care in the jail and assure such medical care is provided in accordance with such applicable Standards.
9. Arrange for medical coverage during absences.
10. Comply with all Court Orders, including but not limited to communicable disease testing of inmates.
11. Maintain all licenses and certifications necessary to practice medicine in the State of Illinois throughout the term of the Agreement.
12. Complete any and all continuing education necessary to obtain and maintain knowledge of all current medical practices with respect to services to be performed under the Agreement.

In addition, HOSPITAL agrees to:

1. Secure and maintain Malpractice Insurance and Worker's Compensation Insurance for the MCDF PHYSICIAN and any employee of OSFHS directed by the MCDF PHYSICIAN and, upon request, supply to the COUNTY a Certificate of Insurance evidencing such coverage; and
2. Indemnify and hold harmless the COUNTY, its officers, its agents, employees and assigns against any and all claims arisen out of or relating to the MCDF PHYSICIAN'S activities pursuant to this agreement.

THE BOARD AGREES TO:

1. Provide adequate equipment, supplies, office space, administrative and support staff.
2. Provide appropriate space for private medical screening and examination of patients within the scope and limits of its budget.
3. Execute treatment protocols through staff and participation in the development of the same.
4. Prepare annual Tort Judgment Detention Facility budget for the Adult Detention Facility with recommendations and input from MCDF PHYSICIAN.

5. Evaluate program activities as required by regulatory bodies.
6. Provide for day-to-day program operations including provision of patient care according to treatment protocols and confidential storage of medical records.
7. Prepare periodic statistical reports as deemed appropriate.
8. Supervise MCDF Health Service staff.
9. During the first year of this Agreement (January 1, 2003 through December 31, 2003), provide compensation to HOSPITAL for services of the MCDF PHYSICIAN at an annual rate of \$43, 207.45 per year payable on a monthly basis.
10. During the second year of this Agreement (January 1, 2004 through December 31, 2004), provide compensation to HOSPITAL for services of the MCDF PHYSICIAN at an annual rate of \$44, 075.00 per year payable on a monthly basis.

IT IS FURTHER AGREED THAT:

1. This Agreement shall take effect on January 1, 2003 and terminate on December 31, 2004 unless terminated by either party in accordance with 9 a, b, or c of this section.

The HOSPITAL and the COUNTY agree that the annual compensation to the HOSPITAL for services of the MCDF PHYSICIAN shall be subject to negotiation and approval by the HOSPITAL and the COUNTY prior to the start of the second year of this contract agreement. Such negotiations shall begin not later than 90 days before the end of the first year of this Agreement.

2. The HOSPITAL is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of COUNTY in so far as the manner and means of performing the service and obligations of this Agreement. However, COUNTY reserves the right to inspect the MCDF PHYSICIAN'S work and service during the performance of this Agreement to ensure that this Agreement is performed according to its terms.
3. Administrative policy including but not limited to hiring, terminating, scheduling, supervising and evaluating all support personnel provided by the COUNTY shall be determined by the McLean County Board and executed through staff.
4. No administrative practice of the COUNTY shall unduly restrict or compromise the medical judgment of the MCDF PHYSICIAN, and final medical judgment pertaining to the inmates incarcerated in the MCDF will be the responsibility of the MCDF PHYSICIAN.

5. Nothing in this Agreement shall prevent the MCDF PHYSICIAN from engaging in medical practice or services apart from those provided to the McLean County Board.
6. Nothing in this Agreement shall prevent the HOSPITAL from assigning another physician to provide the services required by this Agreement. If the HOSPITAL wishes to assign another physician to provide the services required by this Agreement, the HOSPITAL agrees that the COUNTY shall have the right of approval prior to another physician being assigned. To maintain continuity of care and comply with the applicable standards, the COUNTY shall require that the HOSPITAL designate one physician to serve as the MCDF Physician.

This provision does not apply to arranging for medical coverage during absences.

7. At the time of this Agreement the HOSPITAL and the COUNTY acknowledge that the duties of the MCDF PHYSICIAN will require a minimum of four hours per week in the Adult Facility.
8. This Agreement may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
9. This Agreement may be terminated for any of the following reasons:
 - a) At the request of the HOSPITAL upon thirty days written notice.
 - b) At the request of the County Board and/or the Sheriff upon thirty days written notice.
 - c) Inability or incapacity of the MCDF PHYSICIAN to carry out the terms of the Agreement.
10. In the event McLEAN COUNTY's equipment is used by the MCDF PHYSICIAN or any Subcontractor in the performance of the work called for by this Agreement, such equipment shall be considered as being under the sole custody and control of the MCDF PHYSICIAN during the period of such use by the MCDF PHYSICIAN or subcontractor.
11. The HOSPITAL shall pay all current and applicable city, county, state and federal taxes, licenses, assessments, including Federal Excise Taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.
12. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.

- 13. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.
- 14. No waiver of any breach of this Agreement or any provision hereof shall constitute a waiver of any other or further breach of this Agreement or any provision hereof.
- 15. It is understood that the terms of this Agreement include all the agreements made by the County Board and HOSPITAL without regard to any oral conversations which may have taken place prior to its execution or subsequent thereto, and that any changes shall be made in writing and agreed to by both parties.

APPROVED by the McLean County Board this 16th day of December, 2003.

OSF HEALTHCARE SYSTEM, an Illinois not for profit corporation, owner and operator of St. Joseph Medical Center, Bloomington, Illinois

ATTEST:

By: _____
Secretary

By: _____
Secretary

COUNTY OF McLEAN, a body politic and corporate

ATTEST:

By: _____
Michael F. Sweeney, Chairman
McLean County Board

APPROVED:

Peggy Ann Milton, Clerk of the
McLean County Board of McLean
County, Illinois

David Owens
McLean County Sheriff

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**AGREEMENT
FOR DENTAL CLINICIAN**

THIS AGREEMENT, made this 16th of December, 2003, by and between the McLean County Board, (hereinafter known as the Board), and, Dennis R. Krug, D.D.S., a dentist licensed to practice dentistry in the State of Illinois, (hereinafter known as the Dental Clinician.)

WHEREAS, the County of McLean has authority under 745 ILCS 10/4-105 (1992), to provide medical and dental care to inmates housed at the McLean County Detention Facility; and,

WHEREAS, there is a necessity to provide reasonable dental care to inmates housed at the McLean County Detention Facility; and,

WHEREAS, the Dental Clinician has the capacity to provide such service:

THE DENTAL CLINICIAN AGREES TO:

1. Provide dental services including examination and treatment of inmates of the McLean County Detention Facility who are referred for services by designated nursing staff.
2. Provide Dental Assistant services for each clinic, if necessary, and appropriate compensation for those services.
3. Report to the Director of McLean County Adult Detention Facility Health Services Department and advise the same on all matters related to dental practices within the facility.
4. Assist the McLean County Detention Facility staff in developing and implementing policies that will assure high quality dental care.
5. Recommend needed supplies and equipment.
6. Participate in program evaluation activities as required by funding sources and licensing and regulatory bodies.
7. Secure and maintain malpractice insurance and Worker's Compensation Insurance for the Dental Clinician any Dental Assistant and, upon request, supply to the Board a certificate of insurance evidencing such coverage.
8. Maintain all licenses and certifications necessary to practice Dentistry in the State of Illinois throughout the term of the Agreement.

DENTAL CLINICIAN CONTRACT

Page Two

9. Complete any and all continuing education necessary to obtain and maintain knowledge of all current dental practices with respect to services to be performed under the Agreement.
10. The Dental Clinician will indemnify and hold harmless the Board, its Director, agents, employees and assigns against any and all claims arising out of or relating to the Dental Clinician's activities pursuant to this Agreement.

THE BOARD AGREES TO:

1. Implement policies, which assure high quality dental care and treatment.
2. Provide adequate equipment, supplies, office space, administrative and support staff within the constraints of its operating budget. It is understood that administrative policy is determined by the McLean County Sheriff's Department and McLean County Board and executed through the McLean County Detention Facility staff.
3. It is understood that the basic purpose of dental services is to provide pain relief and treatment for abscesses or infections and that restorative work will be provided only after consultation with administrative staff. It is further understood that inmates with dental needs that exceed the terms of this agreement will be referred to a provider mutually agreeable to both parties.
4. Provide appropriate space for private dental examination and treatment of inmates.
5. The Board will provide their employees with liability coverage as deemed appropriate by the McLean County Board.
6. Participate in program evaluation activities as required by funding sources or regulatory bodies.
7. Provide maintenance and confidential storage of dental records.
8. Provide periodic statistical reports as deemed appropriate.
9. During the first year of this Agreement (January 1, 2003 through December 31, 2003), provide compensation to the Dental Clinician at an hourly rate of \$127.30 portal to portal in addition to a monthly stipend of \$95.61 payable monthly upon invoice by the Dental Clinician.
10. During the second year of this Agreement (January 1, 2004 through December 31, 2004), provide compensation to the Dental Clinician at an hourly rate of \$129.85 portal to portal in addition to a monthly stipend of \$97.52 payable monthly upon invoice by the Dental Clinician.

DENTAL CLINICIAN CONTRACT
Page Three

IT IS FURTHER AGREED THAT:

1. This Agreement shall take effect on January 1, 2003 and terminate on December 31, 2004 unless terminated by either party in accordance with 11 a or b of this section.
2. No administration practice of the Board shall unduly restrict or compromise the dental practice of the Dental Clinician.
3. It is understood by both parties that Dental Clinician is a dentist licensed to practice dentistry in the State of Illinois and is not an employee of the Board.
4. The Dental Clinician is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the Board in so far as the manner and means of performing the services and obligations of this agreement. However, the Board reserves the right to inspect the Dental Clinician's work and service during the performance of this Agreement to ensure that this Agreement is performed according to its terms.
5. In the event the Board's equipment is used by the Dental Clinician or any subcontractor in the performance of the work called for by this Agreement, such machinery or equipment shall be considered as being under the sole custody and control of the Dental Clinician during the period of such use by the Dental Clinician or subcontractor.
6. The Dental Clinician shall pay all current and applicable city, County, State and federal taxes, licenses, assessments, including federal excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.
7. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
8. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.
9. No waiver of any breach if this Agreement or any provision hereof shall constitute a waiver of any other or further breach of this Agreement or any provision hereof.

DENTAL CLINICIAN CONTRACT

Page Four

10. This Agreement may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
11. This Agreement may be terminated for any of the following reasons:
 - a) At the request of the Dental Clinician upon thirty (30) days written notice.
 - b) At the request of the Board upon thirty (30) days written notice.
12. This Agreement is severable, and the invalidity, or unenforceability, of any provision of this Agreement, or any party hereof, shall not render the remainder of this agreement, invalid or unenforceable.
13. This Agreement may not be assigned or subcontracted by the Dental Clinician to any other person or entity without the written consent of the Board.
14. This Agreement shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
15. Parties agree that the foregoing and the attached document(s) (if any) constitute all of the Agreement between the parties and in witness thereof the parties have affixed their respective signature on the date first above noted.

APPROVED:

Dennis R. Krug, D.D.S.

David Owens,
McLean County Sheriff

APPROVED:

Michael F. Sweeney, Chairman
McLean County Board

ATTEST:

Peggy Ann Milton, Clerk of the
County Board of McLean County, Illinois

1
CONTRACT 553140-CY00

This CONTRACT, made this 16th day of December, 2003 by and between the McLEAN COUNTY BOARD OF HEALTH, the governing body of the McLean County Health Department located in the City of Bloomington, Illinois hereinafter called the BOARD, the McLean County Sheriff, and the McLEAN COUNTY CENTER FOR HUMAN SERVICES, located in the City of Bloomington, Illinois, hereinafter called the AGENCY.

WHEREAS, there is a need for crisis intervention, clinical consultation and other Mental Health Services for McLean County jail inmates; and,

WHEREAS, the AGENCY has the capacity to provide such services; and,

WHEREAS, the BOARD by and through the McLean County Health Department has been designated as the supervising and administrative agent to administer and oversee certain funds allocated by the County of McLean through the Tort Judgment Fund for the provision of mental health service for inmates of the McLean County Detention Facility;

IT IS THEREFORE AGREED as follows:

1. The parties hereby contract for the period January 1, 2004 through December 31, 2004, to provide crisis intervention, clinical consultation, and other mental health services for McLean County jail inmates as specified in the AGENCY'S response to McLean County's Detention Facility Health Services request for proposal and as specified in this CONTRACT.
2. The BOARD agrees to pay for such services, through the Tort Judgment Fund, an amount not more than SIXTY-SEVEN THOUSAND SEVEN HUNDRED DOLLARS (\$67,700.00) unless supplemental appropriations are made by the McLean County Board. It is understood by both parties that full reimbursement is contingent upon the amount available through appropriation by the McLean County Board through the Tort Judgment Fund.
3. The grant is conditioned upon the AGENCY cooperating in good faith with the McLean County Board of Health or any committee or subcommittee thereof in planning, developing and executing written comprehensive inter-agency cooperative agreements whenever it is deemed appropriate by both parties. Such agreements shall address, but not be limited to, the areas of inter-agency staffing, inter-agency staff training/development, and inter-agency fiscal resource planning. Cooperating in good faith as used herein shall include, but not be limited to, attendance at meetings with representatives of the McLean County Board of Health, in connection with any aspect of inter-agency coordination upon given reasonable notice of such meetings by the McLean County Board of Health.
4. The purpose of the Program described in this CONTRACT is to provide the following:
 - a. Assist nurses at the McLean County Detention Facility to evaluate the mental health status of disturbed prisoners (may include use of the crisis staff, clinical staff, and/or clinical consultant); and,

- b. Provide training to nurses at the Detention Facility on mental health procedures, including the use and effect of psychotropic medications; and,
 - c. Provide consultation to Detention Facility staff concerning disturbed prisoners, and assist with the management and treatment of those prisoners; and
 - d. Provide direct therapy to a limited number of prisoners as referred by the Detention Facility staff; and,
 - e. Provide evaluations as requested by the Court of those prisoners in need of such evaluation (within the limits of staff capacity).
 - f. Provide medical orders to registered nurses at the McLean County Detention Facility who administer psychotropic medications.
5. The AGENCY will provide the BOARD, with all reasonable assistance and consultation from the Health Department Staff, with written reports of any problems encountered in the implementation of the program, recommendations for program changes if indicated, and other information the AGENCY may feel will be of value to the BOARD; and, in addition, periodic program and/or financial audits by a representative designated by the BOARD will be allowed.
6. In order to enhance the working relationship among local Illinois Department of Human Services (DHS) providers, strengthen local input into the community system of care, improve the planning, coordination and management of (DHS) and local resources, the AGENCY agrees to recognize the BOARD under the provisions of the County Public Health Department Act., 55 ILCS, DIV 5-25, the Community Services Act., 405 ILCS, DIV 30-1 and, Sections 103.10, 103.20, 103.30, 103.40 and 103.50 of 59 Illinois Administrative code and provisions of DHS rules and regulations as the focal point of planning and local review and comment on State grant applications including cooperating in good faith with the BOARD in the following areas:
- a. Participating with the BOARD and DHS grantees in the development of long range and annual local comprehensive service plans for submission to DHS Region.
 - b. Submission to the BOARD of DHS grant-in-aid funding requests, including responses to Requests for Proposal (RFP), for review and comment.
 - c. Submission to the BOARD of DHS Program Service and Funding Plan (IDMH/DD1261), Agency Plan 1.0-10.0 inclusive semi-annual Changes in individual Agency Service Plans shall be submitted on the appropriate DHS forms to the BOARD for review and comment.
 - d. Provide notification to the BOARD of the dates and times of all scheduled DHS site visits for the purpose of participation by a staff representative of the BOARD.
 - e. Provide copies of all site visit instruments to the BOARD either prior to or at the time of the schedule site visit.

7. The BOARD will require from the AGENCY an audited financial report(s) covering the CONTRACT period and showing how and where AGENCY'S funds were spent. This audit may be accomplished on CENTER FOR HUMAN SERVICES'S fiscal year and submitted no later than 120 days following the close of that fiscal year.
8. Payments for services rendered in the CONTRACT will be paid monthly upon voucher by the AGENCY upon the following schedule of fees:
 - a. Crisis Team screening and assessment response \$60.00 hr/person
 - b. Nurse consultation (phone or in person) \$60.00 hr
 - c. On-site psychiatrist services
(phone or in person with travel) \$134.00 hr
 - d. Psychiatrist sessions \$60.00 session
 - e. Scheduled In-house assessment & services \$41.00 hr
9. This CONTRACT may be terminated for any of the following reasons:
 - a. At the request of the AGENCY upon thirty days written notice; and,
 - b. At the request of the BOARD upon thirty days written notice; and,
 - c. Failure of the AGENCY to carry out the program services specified in this CONTRACT; and,
 - d. Failure of the AGENCY to meet reporting deadlines or grant conditions as specified in this CONTRACT; or,
 - e. Failure of the BOARD to receive adequate County funding for Mental Health contractual services.
10. AGENCY is and shall be an independent contractor for all purposes, solely responsible for all the results to be obtained and not subject to the control or supervision of the BOARD in-so-far as the manner and means of performing the series and obligations of this CONTRACT.
11. AGENCY shall save and hold the BOARD, and the McLean County Board, (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims or judgments, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity, or property of any kind (including but not limited to choses in action) arising out of or in any way connected with the performance under this CONTRACT, for any costs, expenses, judgments and attorney's fees paid or incurred, by or on behalf of the BOARD, and/or its agents and employees, or paid for on behalf of BOARD and/or its agents and employees, by insurance provided by BOARD.

12. The AGENCY shall comply with all applicable laws, codes, ordinances, rules, regulations and lawful orders of any public authority that in any manner affect its performance of this CONTRACT.
13. The AGENCY shall, during the entire term hereof, procure and maintain general liability insurance in a form acceptable to BOARD:
14. AGENCY shall pay all current and applicable city, county, state and Federal taxes, licenses, assessments, including Federal Excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.
15. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause required by the Illinois Human Rights Act, Federal laws, and local ordinance. No person shall be discriminated against because of race, religion, national origin, sex or physical handicap when being considered for employment, training, promotion, retention, disciplinary action, other personnel transactions or for access to contracted services. It shall be the intent herein to provide equality and respect to all individuals in matters of service and employment. Violation of any non-discriminational law or regulation shall be deemed just cause for termination of this CONTRACT or other legal sanctions by the BOARD.
16. This CONTRACT shall be governed by and interpreted in accordance with the Laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.
17. No waiver of any breach of this CONTRACT or any provision hereof shall constitute a waiver of any other of further breach of this CONTRACT or any provision hereof.
18. This CONTRACT is severable, and the invalidity, or unenforceability, of any provision of this CONTRACT, or any party hereof, shall not render the remainder of this CONTRACT invalid or unenforceable.
19. This CONTRACT may not be assigned or Subcontracted by AGENCY to any other person or entity without the written consent of BOARD.
20. This CONTRACT shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
21. It is understood that the terms of this CONTRACT include all the agreements made by the BOARD and the AGENCY without regard to any oral conversations which may have taken place prior to the execution of the CONTRACT or subsequent thereto, and that any changes shall be made in writing agreed to by both parties.

22. This CONTRACT shall not be amended unless in writing expressly stating that it constitutes an amendment to this CONTRACT, signed by the parties hereto. BOARD shall not be liable to AGENCY for the cost of changes of additions to the work to be performed or the materials to be supplied unless such changes or additions are accepted by BOARD in a writing approved by and signed by a person with lawful authority granted by BOARD to execute such writing.

Given under our hands and seals the day and year first written above.

David Owens,
McLEAN COUNTY SHERIFF

McLEAN COUNTY CENTER FOR HUMAN SERVICES

By _____
Tom Axley

McLEAN COUNTY BOARD OF HEALTH

By _____
Joanne Maitland, President

McLEAN COUNTY BOARD

By _____
Michael F. Sweeney, Chairman

ATTEST:

Peggy Ann Milton, Clerk of the County
Board of McLean County, Illinois

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Service Agreement

PAXTON'S INC. Maintenance Contract

Customer Name & Mailing Address:

McLean County Sheriff Department
 104 W. Front St.
 Bloomington, Il. 61702-2400

Contact Name Jan Clark

Contact Phone 888-5034 Fax 888-5072

Service Commencement Date 1/1/04

Payable: Monthly Quarterly Annual

PAXTON'S INC., hereinafter Company, agrees to provide service and maintenance support to the above named customer, hereinafter Customer, for the equipment listed on Equipment List, (the "Equipment"), attached hereto as Exhibit A and made a part of this agreement, subject to inspection and acceptance by Company.

Acceptance

Acceptance of this agreement by Company is contingent upon the absence of any mathematical error and upon consistency with Company's then current prices, and upon Company's determination that equipment is in proper operating condition. Inspection and repairs necessary to bring

equipment to proper operating/mechanical condition shall be billed at Company's then current prices. This Agreement shall not be binding upon Company unless an officer of Company approves and accepts this Agreement by signing both the Agreement and the attached Exhibit A.

Term

The initial term of this agreement is for one year from the service commencement date as specified on the Equipment List attached hereto and made a part hereof. This Agreement shall renew automatically for successive periods of one (1) year, on the same terms and conditions at Company's then prevailing prices, except that it shall not be renewed if either party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term of the Agreement.

Service Availability

Remedial service may be requested by calling the Service Dispatcher at:

Company will provide service and maintenance under the terms of this agreement, during Principal Period of Maintenance (PPM) as follows:

Monday through Friday 8 am
5 pm

Excluding holidays indicated

- | | |
|--|--|
| <input checked="" type="checkbox"/> New Year's Day | <input checked="" type="checkbox"/> Thanksgiving Day |
| <input checked="" type="checkbox"/> Memorial Day | <input checked="" type="checkbox"/> Christmas Day |
| <input checked="" type="checkbox"/> Independence Day | <input checked="" type="checkbox"/> Labor Day |

Holidays that fall on Saturday or Sunday are observed on the same day declared by the Federal Government.

Service and Maintenance Options

(indicate selection(s) on Exhibit A)

(a) All parts (not including expendable parts and supplies, as defined below), labor for unlimited remedial service calls during the PPM and preventive maintenance (PM) as per attached Equipment List. Preventive Maintenance will be performed in accordance with Original Equipment Manufacturer's (OEM) specifications, as determined by Company, at the frequency indicated on Equipment List.

Company shall respond, on-site, to all unscheduled remedial service requests within Company's established service areas, as follows:

Zone 1 Emergency Service within _____ hours
Zone 1 Standard Service within 24 hours
Zone 2 Emergency Service within _____ hours
Zone 2 Standard Service within _____ hours

Company's service areas are described as Zone 1 being within a 4 mile radius and Zone 2 being within a 25 mile radius from Company's closest service location from equipment location. Service outside Company's service area shall be Company's then current billable rates plus travel time and expense.

Except as otherwise stated herein, Company agrees to provide service and maintenance, for equipment covered under this agreement, to keep said equipment in good working order as per selected "Service and Maintenance Option" above. Parts and components shall be selected by Company, shall be furnished on an exchange basis and shall be new or perform substantially similar to new parts and components. Replaced parts or components shall become the property of Customer and exchanged parts shall become the property of Company.

Except as a selected "Service and Maintenance Option" above, service does not include routine or preventive maintenance nor does it include the refinishing or replacement of external cosmetic parts, including chassis, housings, cabinets or cabinet parts. Where preventive maintenance is covered, said preventive maintenance shall be performed according to original equipment manufacturer recommendation as determined by Company.

Charges

Service and maintenance charges shall be payable by Customer in accordance with the payment terms set forth in Exhibit A. In addition, Company shall invoice Customer, at Company's then-current hourly rates and parts prices, for services and for parts supplied which are not covered by this agreement. In addition to the part prices and service charges payable hereunder, Customer shall pay all sales and use and

other applicable taxes and shipping costs related to Company's provision of parts and services hereunder.

All charges and costs for which Company sends an invoice to Customer shall be due and payable, in full, thirty(30) days from the date of the invoice. In the event Customer fails to pay, when due, any invoice or other amount payable hereunder, Customer agrees to pay Company a late payment charge on all past due amounts equal to the lesser of one and one half percent (1.5%) per month or the highest interest rate allowed by applicable law; provided however, that this shall not be an election of remedy. At Company's option Company may suspend service until all outstanding, overdue invoices are paid in full. Customer shall pay on demand all of Company's costs and expenses, including reasonable attorney's or collection agency's fees, incurred in enforcing Customer's obligations under this Agreement.

Exclusions

Service and maintenance support to be provided under this Agreement does not include repairs, replacement of parts and labor caused by, arising from, related to or made necessary by: a) use of equipment in a manner not recommended by OEM; b) failure to continually provide a suitable installation environment, including but not limited to, adequate electrical power, air conditioning or humidity control; c) Customer's improper use, management, or supervision of covered equipment; d) accident and disaster, including but not limited to, fire, flood, water, wind, or lightning; e) electrical work, devices, cables, etc., external to the equipment; f) the maintenance of accessories, alterations, attachments or other devices not covered by this agreement; g) excessive electrostatic discharge, improper grounding, improper power line protection; h) failure of Customer to perform OEM recommended daily/weekly maintenance and cleaning; i) service providers and parts installers other than the Company; j) improperly trained and inexperienced operators, k) operating system or application software, firmware or other programmed code internal or external to the covered equipment.

Termination

This Agreement may be terminated under any of the following conditions:

(a) Either party may immediately terminate this agreement or any renewal hereof by giving prior written notice of such termination to the other party in the event such other party becomes insolvent or institutes or permits to be instituted against it any proceedings seeking its receivership, trusteeship, bankruptcy, reorganization, readjustment of debt, assignment for the benefit of creditors, or other proceedings under the Federal Bankruptcy Act or as provided by any other insolvency law, state or federal, to the extent such termination is valid under such law.

(b) Company may immediately terminate this Agreement, or may suspend services to be provided hereunder, at any time by giving prior written notice of such termination or suspension to Customer in the event Customer fails to pay, when due, any invoice or other amount due under this Agreement.

(c) Either party may terminate this Agreement for a non-monetary default, if the other party fails to perform any of its material obligations set forth in this Agreement (a "Material Default"), and such failure continues for more than thirty days after written notice is sent by the terminating party specifying the nature of the failure.

Upon termination of this agreement for any reason, Company's obligation to provide service and maintenance support, as herein set forth, shall immediately cease and all outstanding invoiced amounts due by Customer to Company shall, notwithstanding prior invoice terms, become immediately due and payable. Any amounts paid by Customer to Company for service and maintenance support shall not be refundable. If this Agreement terminates prior to the end of any term for any reason other than Company's Material Default, Company's insolvency or the institution of bankruptcy proceedings against Company, Customer shall be obligated to pay Company on demand the price of a full one-year term as set forth on Exhibit A. If this Agreement terminates due to Company's adjudged Material Default, Company's insolvency or the institution of bankruptcy proceedings against Company, Customer shall be obligated to pay Company on a prorated basis for that portion of the terminated Agreement which runs from the Service Commencement Date, or its anniversary date for any renewal term, to the effective date of the termination.

Hazardous Products

Customer acknowledges that there may be products covered under this agreement that may be or become, considered as hazardous materials

under various laws and regulations. Company agrees to make available to Customer, safety information concerning said products. Customer agrees to disseminate such information, so as to give warning of possible hazards to persons who Customer can reasonably foresee may be exposed to such hazards, including but not limited to Customer's employees, agents, contractors and customers. If Customer fails to disseminate such warnings and information, Customer shall defend and indemnify Company against any and all liability arising out of such failure.

Limitation of Liability

COMPANY SHALL NOT BE HELD RESPONSIBLE FOR COMPANY'S INABILITY TO PROVIDE TIMELY SERVICE DUE TO DELAYS. IN NO EVENT WILL COMPANY, OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR AFFILIATES, BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR BUSINESS INFORMATION, LIABILITY TO THIRD PARTIES, AND THE LIKE, ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT. COMPANY'S LIABILITY TO CUSTOMER (IF ANY) FOR ACTUAL DIRECT DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED TO, AND IN NO EVENT EXCEED THE AMOUNT PAYABLE BY CUSTOMER FOR SERVICE AND MAINTENANCE SUPPORT ON THE UNIT OF EQUIPMENT INVOLVED, AS RECITED IN EXHIBIT "A" FOR THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH ALLEGEDLY GAVE RISE TO THE DAMAGES.

Indemnification

Each party shall indemnify and hold the other harmless from and against any claim, loss, liability, or expense, including but not limited to, damages, costs and attorney fees, arising out of or in connection with any acts of omissions of the other party and its agents and employees.

General

This Agreement and its attachments, as accepted by Company and Customer, supersede any previous written or oral agreements or understandings between the parties concerning the subject hereof, and

constitute the entire such agreement between the parties. No amendments or additions to the terms and conditions of this Agreement shall be valid unless set forth in writing and signed by an authorized representative of each of the parties.

Waiver by either party of a breach of any of the provisions hereof shall not constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself. The invalidity or unenforceability of any term or provision of this Agreement shall in no way impair or affect the remainder thereof, which shall continue in full force and effect.

This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Illinois. Any disputes under the Agreement or concerning the business relationship between the parties must be litigated exclusively in the Courts of the State of Illinois. If, however, the parties have agreed in writing to arbitrate their disputes, the arbitration must take place exclusively in the State of Illinois unless the parties have agreed to arbitrate elsewhere. The prevailing party in any action concerning this Agreement or the business relationship between the parties shall be entitled to an award of costs and reasonable attorney's fees.

Any notice or other communication required under this Agreement shall be deemed to have been duly given if it is delivered personally or by facsimile with proof of receipt, or sent by registered or first-class mail, return receipt requested, first-class postage prepaid, to a party at the address listed below, or at such other address provided by the party.

Acceptance

Company Name Paxtons Inc.

Address 207 E. Washington St.

By Jim Killoran

Title Service manager Date Automatic Renewal

Customer Name McLean County Sheriff's Dept. unless we request termination

Address _____

By _____

Title _____ Date _____

ADOPTED by the McLean County Board this _____ of December, 2003.

APPROVED:

ATTESTED:

Michael F. Sweeney, Chairman
McLean County Board

Peggy Ann Milton, Clerk of the
McLean County Board

Equipment List

PAXTON'S INC. (Company) agrees to provide service and maintenance in accordance with Service and Maintenance Agreement dated _____ between _____ (Customer) and Company at the rates and on the equipment listed below:

Company Name McLean City Sheriff's Phone (309) 888-5034
 Priced Monthly Quarterly Annual

| Model | Serial | Description | Option | PW | Price |
|---------|----------|-------------|----------|----|----------|
| WW 35 | 11-WB144 | Typewriter | Joy | | \$150.00 |
| WW 2500 | 11-24360 | Typewriter | Cee Cee | | 150.00 |
| WW 2500 | 11-24374 | Typewriter | Kelly | | 150.00 |
| WW 2500 | 11-29546 | Typewriter | Jennifer | | 150.00 |
| WW 2500 | 11-25026 | Typewriter | Records | | 150.00 |
| Total: | | | | | \$750.00 |
| | | | | | |
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Accepted
 Company Signature Jim Killoran

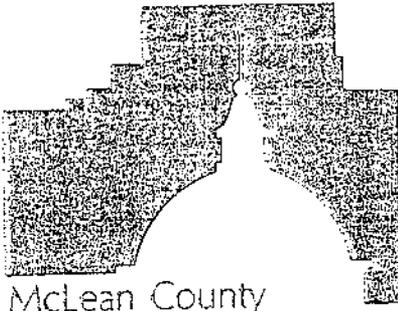
Printed Name Jim Killoran

Title Service Manager Date: _____

Company Signature David Owens

Printed Name David Owens

Title Sheriff Date: _____



McLean County

McLEAN COUNTY SHERIFF'S DEPARTMENT
DAVID OWENS, SHERIFF
"Peace Through Integrity"
Administration Office
(309) 888-5034
104 W. Front Law & Justice Center Room 105
P.O. Box 2400 Bloomington, Illinois 61702-2400

Detective Commander (309) 888-5051
Patrol Commander (309) 888-5166
Patrol Duty Sergeant (309) 888-5019
Jail Division (309) 888-5065
Process Division (309) 888-5040
Records Division (309) 888-5055
Domestic Crimes Division (309) 888-3860
FAX (309) 888-5072

September 9, 2003

Ecolab Inc.
Contract Sales
370 Wabasha Street
St. Paul, MN 55102

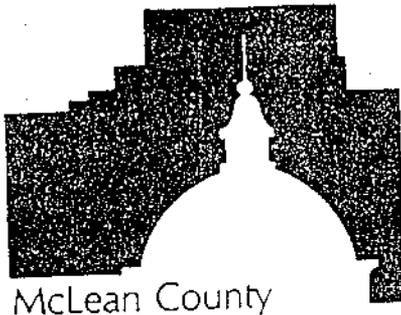
Enclosed, you will find the 2004 McLean County Jail's request for Chemical Agents. Even if you do not wish to submit a quote, please respond to the request. You may also fax your response to (309) 888-5072.

Contact me at (309) 888-5068, if you have any questions.

My email address is tomp@mclean.gov

Thank you,

Tom Phares, Jail Superintendent
McLean County Jail



McLEAN COUNTY SHERIFF'S DEPARTMENT
DAVID OWENS, SHERIFF
"Peace Through Integrity"
Administration Office
(309) 888-5034
104 W. Front Law & Justice Center Room 105
P.O. Box 2400 Bloomington, Illinois 61702-2400

Detective Commander (309) 888-5051
Patrol Commander (309) 888-5166
Patrol Duty Sergeant (309) 888-5019
Jail Division (309) 888-5065
Process Division (309) 888-5040
Records Division (309) 888-5055
Domestic Crimes Division (309) 888-5860
FAX (309) 888-5072

**Instructions to Vendors Wishing to Quote Prices for
Chemical Agents to be used in Mclean County Jail Laundry
and Dish Machine 2004**

Page 1

Purchaser

Purchaser is the Mclean County Sheriff's Department, Room 105 Law and Justice Center, 104 West Front Street, Bloomington, Illinois 61702-2400

Bid Procedures

Quotes shall be prepared on bid forms supplied by the Mclean County Sheriff's Department.

The quotes shall be mailed to Tom Phares, McLean County Jail Superintendent, McLean County Sheriff's Department, 104 West Front, Bloomington, Illinois 61702-2400. The due date for the quotes is October 15, 2003.

All vendors will be required to conduct an on-site inspection prior to submitting quotes. The trays now being used are insulated and a new dish machine will be installed this year. The dish machine is a Val uclean model VC 1000. Contact Tom Phares @ 309-888-5068 to set up an appointment. The quotes will be evaluated by the Sheriff and the successful vendor will be notified.

Specifications for quotes

Vendors having questions on specifications or any portion of the procedure should contact Tom Phares, Jail Superintendent @ 309-888-5068. Hours are Monday-Friday 8:30am- 4:30pm.

See Attached Chemical Agent Specifications.

See attached form for quotes..

CHEMICAL AGENT SPECIFICATIONS

McLean County is requesting quotes for the following chemical agents

- A. **Liquid Laundry Detergent:** Must be of premium quality with a built in alkaline booster. Product must have the capability of removing heavy grease and food type soils.
- B. **Liquid Laundry Destainer / Bleach:** Product must be of premium quality with the ability to remove stains in an institutional laundry operation.
- C. **Liquid Low Temperature Dish Machine Detergent:** Low energy detergent to be formulated with alkalinity levels designed for optimum performance of service wears.
- D. **Liquid Low Temperature Dish Machine Rinse:** Agent to have excellent sheeting action to eliminate alkaline and water film deposit. In addition it must control foam.
- E. **Liquid Low Temperature Dish Machine Sanitizer:** Sanitizing agent should be used for low-temperature chemical machines. Agent must be effective in sanitizing all food and beverage utensils.
- F. **Liquid Delimer:** Chemical agent must reduce alkaline deposits on all service wear.
- G. **Third Sink Sanitizer:** Must meet/exceed the current needs for proper sanitation of the kitchen utensils and other items requiring this process.
- H. **Pot and Pan Soap:** Must be able to meet/exceed the current needs for the cleaning of the pots and pans.

- I. All chemical agents should be stored in (5) gallon containers. Containers must have the capability of being connected to the washing machine and dish machine for automatic dispensing of chemical agent. In addition, supplier must be able to provide 100% parts and labor for up-keep of low-temperature energy mizer brand dish machine and chemical dispensers for washing machines.
- J. All quotes will include a full product specification sheet. Also, Material Data Safety Sheet shall accompany all quotes.
- K. The vendor must be able to deliver chemical agents to the McLean County Detention Facility within 15 days of notification of award of quote.
- L. The vendor must maintain an inventory of chemical agent and be able to ship the product to the McLean County Detention Facility upon notice.
- M. Vendor will be required to supply enough chemical agent to effectively clean an average of 160 loads per week, utilizing (3) 50-pound Milnor washing machines. Vendor will also be required to supply enough chemical agent to effectively clean an average of (210) 10 ¾ X 14 ½ X 2 1/8 trays, 6 oz. Cups, 10 oz. bowls, and service wear (3) times daily.
- N. The vendor will be required to guarantee the unit price of the product for the duration of the contract period (contract period to expire December 31,2004.)

Chemical Quote Form for 2004

| | UNIT SIZE/ UNIT PRICE | AUTO- DISPENSER | 100% PARTS & LABOR FOR DISH MACHINE | ESTIMATED MONTHLY USAGE | PRODUCT SPECIFICATION MATERIAL DATA SAFETY SHEET ENCLOSED |
|--|---|--------------------|--|-------------------------------|---|
| LIQUID LAUNDRY DETERGENT | Ecolab Inc. Tri-Star Glo #15420 5gal/pail \$57.00/pl | Yes | No | 4.0 pails | Yes |
| LIQUID LAUNDRY DESTAINER/ BLEACH | Ecolab Inc. Laundri Destainer #15982 5gal/pail \$34.50/pl | Yes | No | 4.00 pails | Yes |
| LIQUID LOW-TEMP DISH MACHINE DETERGENT | Ecolab Inc. H.D. Eco Klene #14514 5gal/pail \$50.50/pl | Yes | Yes | 1.5 pails | Yes |
| LIQUID LOW-TEMP DISH MACHINE RINSE | Ecolab Inc. Ultra Dry #15172 4.5gal/pail \$75.00/pl | Yes | Yes | 1.00 pails | Yes |
| LIQUID LOW-TEMP DISH MACHINE SANITIZER | Ecolab Inc. Ultra San #13961 5gal/pail \$30.50/pl | Yes | Yes | 1.00 pails | Yes |
| LIQUID DELIMER | Ecolab Inc. Lime-A-Way #12021 4/1gal \$33.50/cs | | No | .333gallons | Yes |
| Third Sink Sanitizer | Ecolab Inc. Ster Bac Blu #11023 4/1gal \$48.50/cs | Yes | No | .666gallons | Yes |
| Pot and Pan Soap | Ecolab Inc. Solitaire #17301 4/5# \$115.00/cs | Yes | No | 1 capsule | Yes |

Please fill out each block above with either a yes or no or supply correct information specified.

Name of Company Submitting Quote Ecolab Inc.

Name of Authorized Agent Thomas E. Ohs

Date of Quote 9/26/03

Company Telephone Number 800-352-5326 ext 4310

Total Quote for Chemicals \$7,433.47 (12 months)

Additional Comments

Signature of Authorized Agent

CONTRACT – INMATE CHAPLAIN

This contract entered into this _____ day of December, 2003 between the County of McLean, A Body Corporate and Politic and Colleen Bennett (Inmate Chaplain) pursuant to her successful negotiation for the position of Inmate Chaplain pursuant to the following terms and conditions.

The Inmate Chaplain is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of McLean County in so far as the manner of performing the services and obligations of this contract. However, McLean County shall have the right to control access to the McLean County Detention Facility (MCDF) in accordance with sound security procedures. Additionally, McLean County reserves the right to inspect the Inmate Chaplain's work and service during the performance of this contract to ensure that this contract is performed according to its terms. This right to inspect does not extend to circumstances disclosed in counseling conducted by the Inmate Chaplain. The Inmate Chaplain is obligated to furnish, at his/her own expense, all the necessary labor, tools, supplies, and materials. Materials reasonably available and routinely supplied to inmates and volunteers shall in like manner be supplied by Commissary to the Inmate Chaplain free of charge.

The Inmate Chaplain will be responsible for the maintenance of all religious activities in the McLean County Detention Facility (MCDF) in accordance with MCDF policies and procedures.

The Inmate Chaplain shall save and hold McLean County (including its officials, agents, and employees) free and harmless from all liability, including any claim of the Inmate Chaplain for any payments under any workers' compensation insurance, arising out of or in any way connected with the performance of work or work to be performed under this contract; whether or not arising out of the partial or sole negligence of McLean County for any costs, expenses, judgements and attorney fees paid or incurred, by or on behalf of McLean County, and/or its agents and employees.

The Inmate Chaplain shall comply with all applicable laws, codes, ordinances, rules, regulations and lawful orders of any public authority that in any manner affect its performance of this contract.

The Inmate Chaplain shall pay all current and applicable city, county, state and federal taxes, licenses, assessments, including Federal Excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.

Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause required by the Illinois Fair Employment Practices Act.

MCDF shall provide clerical help to assist the Chaplain in the maintenance of paperwork necessary to document the provision of religious activities.

McLean County agrees to pay the Inmate Chaplain the Contract price of \$9,945.00. Payments to be made quarterly.

The term of this Contract shall be for 12 months beginning January 1, 2004. The Contract shall be renewed only upon the agreement of the Sheriff, the County Board and the Inmate Chaplain.

Either party may cancel this Contract without cause upon giving the other party thirty (30) days notice. Upon cancellation, payments due under this Contract shall be prorated to the date of termination.

This Contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the Laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.

No waiver of any breach of this Contract or any provision hereof shall constitute a waiver of any other or further breach of this Contract or any provision hereof.

This Contract is severable, and the invalidity, or unenforceability, of any provision of this Contract, or any party hereof, shall not render the remainder of this Contract invalid or unenforceable.

This Contract may not be assigned or subcontracted by the Inmate Chaplain to any other person or entity without the written consent of the McLean County Sheriff.

This Contract shall be binding upon the parties hereto and upon the successors in interest, assign's, representatives and heirs of such parties.

This Contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this Contract, signed by the parties hereto.

Parties agree that the foregoing and the attached document(s) (if any) constitute all of the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date first above noted.

ADOPTED by the County Board of McLean County, Illinois, this _____ day of December 2003.

Colleen Bennett

Sheriff Dave Owens

APPROVED:

Michael Sweeney, Chairman
McLean County Board

ATTEST:

Peggy Ann Milton, Clerk of the County
Board of McLean County, Illinois

**LETTER OF UNDERSTANDING
BETWEEN
McLEAN COUNTY BOARD AND THE
REGIONAL OFFICE OF EDUCATION
FOR McLEAN AND DEWITT COUNTIES**

McLEAN COUNTY JAIL EDUCATION PROGRAM

IT IS MUTUALLY AGREED by and between the Regional Office of Education for McLean and DeWitt Counties (hereinafter referred to as "ROE" and the McLean County Sheriff's Department, Jail Division (hereinafter referred to as "JAIL") as follows:

1. SCOPE OF PROGRAM:

ROE will provide an instructional program for inmates of the JAIL consisting of the following components:

A. Instruction for adults.

2. RESPONSIBILITIES OF ROE:

ROE will provide classroom instruction in accordance with a schedule established by ROE in cooperation with the Superintendent of the JAIL or his designee. ROE will provide the Jail with a monthly schedule.

- A. The instructor(s) employed by ROE for such program will be certified in accordance with the regulations of the Illinois State Board of Education.
- B. ROE will furnish all textbooks, reference books, and instructional materials for such program.
- C. The ROE instructor will provide any written reports requested by the McLean County Detention Facility Program Director in a timely manner. The instructor shall have control of his/her classroom with regard to teaching methods, etc., and will have the final decision as to the style and method of teaching. He/she may remove or have removed any student from the class for cause. "Cause" shall include, but not be limited to, such things as being a disruptive influence, passing notes, failure to follow instructor's directions or a violation of any rule or regulation of the McLean County Detention Facility.
- D. A substitute teacher will be provided by ROE whenever there is a planned instructor absence of five (5) working days or more.

- E. For the purpose of administering this agreement, the following person will be designated representative of ROE unless the Sheriff is otherwise advised in writing:

Mrs. Joyce H. Fritsch, Director
GED/Adult Literacy Programs
905 N. Main St. Suite # 2
Normal, Il. 61761
309-888-9884

3. **RESPONSIBILITIES OF JAIL:**

- A. The Program Director of the McLean County Detention Facility will be responsible for assigning students to the program.
- B. The JAIL will provide ROE with the following:
- (1) Classroom facilities with necessary furniture and equipment for conducting the program at the JAIL.
 - (2) Suitable arrangements for safekeeping of wraps and valuables while instructors are on duty at the JAIL.
- C. For the purpose of administering this agreement, the following person will be the designated representative of the JAIL unless ROE is otherwise advised in writing:

Thomas Phares, Jail Superintendent
104 W. Front Street
Bloomington, IL 61702-2400
(309) 888-5036

4. **INSURANCE AND BENEFITS:**

Because the parties to this Agreement are affiliated with the body politic and corporate of the County of McLean, the County of McLean will maintain workers' compensation, unemployment insurance and general liability insurance. For all other purposes the ROE shall be regarded as the employer in all respects, irrespective of the source of funding.

5. **RESOLUTION OF PROBLEMS:**

ROE and the JAIL agree that they will seek a satisfactory resolution to any problem that may arise during the term of this agreement, and that any such problem will be resolved by consultation and mutual agreement of the parties. In the event of a problem that cannot be resolved between the ROE Instructor and the McLean County Detention Facility Program Director, each should report the problem to his/her immediate supervisor.

6. **PRIOR AGREEMENTS AND AMENDMENTS:**

This Agreement cancels, terminates, and supersedes all prior Agreements of the parties respecting any and all subject matter contained herein. Any amendment or modification to this Agreement shall be in writing and shall be signed by all parties hereto.

7. DURATION OF AGREEMENT:

This Agreement shall be effective on January 1, 2004, through December 31, 2004.

8. COMPENSATION:

The JAIL will pay to ROE the amount of \$15,400.00 in two equal payments for conducting the program as follows:

- A. \$7,700.00 no later than January 15, 2004, and
- B. \$7,700.00 no later than July 1, 2004.

IN WITNESS WHEREOF, the undersigned as duly authorized representatives or officers of their respective entities, do now affix their signature to this Agreement on the date below indicated.

McLean County Sheriff's Department

By: _____ Date _____, David G. Owens, Sheriff

Regional Office of Education
McLean and DeWitt Counties

By: _____ Date _____

McLean County Board:

By: _____ Date _____
Michael Sweeney, Chairman

ATTEST: _____ Date _____
Peggy Ann Milton, Clerk of the County
Board of McLean, Illinois



Live-Scan Maintenance Agreement Quotation

Date: June 4, 2003
 (Quoted prices valid 30 days)
 Rev. Level*:

Contract Period: February 1, 2004 - January 31, 2005

Bill To:
 McLean County Sheriff's Office
 104 W. Front Street
 Bloomington, IL 61702
 Attn: Tom Phares
 Office: 309-888-5068
 Fax: 309-888-5072

Quotation #: 103381-S

Type of Service: 9/5

Terms of Payment: Monthly

Equipment Location:
 McLean County Sheriff's Office
 104 W. Front Street
 Bloomington, IL 61702

IDX - 103381

| Equipment Covered: | | | Price | Ext. Price | |
|--------------------|-----|----------------|---|------------------|------------|
| Item | Qty | Part# | Description | | |
| 1 | 1 | TP-600NEC2N | TouchPrint 600 Workstation to include the following: TP-617PO - Ethernet LAN Adapter, TP-628N - NFS Server & Client, TP-666N - NATMS Protocol Support with WSQ Compression, TP-691NECN - Accu-Capture Slap to Roll, TP- 626 - Modem, TP-RSMM - Remote Service Management Support, TP-614LS - Duplex Printer, TP-601 - Livescan Cabinet, TP-UPS - Power Supply | | \$6,268.82 |
| | | | | | \$826.88 |
| 2 | 1 | EASE06280010-A | Back-up CPU | | \$7,095.70 |
| | | | | Annual Total: | |
| | | | | Agreement Total: | \$7,095.70 |

Monthly Payments \$591.31

Please Note:

Your present maintenance contract will expire January 31, 2004. If payment is received in full prior to this date no lapse of service will occur. If payment (in full or in part) is received after the expiration date, your current maintenance agreement will expire. A new maintenance contract will take effect upon receipt of full payment to Identix unless otherwise agreed in writing by Identix. You agree that any service provided during the interim will be billed at Time & Material rates. If your maintenance agreement has expired for more than 30 days there will be a \$800, plus travel expense, charge per system evaluation for operational readiness prior to any new maintenance agreement(s) or renewal(s). Any replacement parts, labor and expenses incurred to repair the equipment to operational readiness are not covered by the evaluation charge. It will require a separate purchase order prior to the establishment of a new maintenance agreement.

Live-Scan Maintenance Agreement Quotation

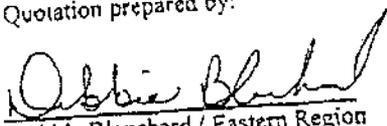
Special Comments:

Tax not included. Please add if applicable.

*Revision Changes include:

By signing below, you accept the attached Terms & Conditions. With this page signed, please include a Check or Purchase Order referencing the quotation number listed on the top-right corner of this agreement.

Quotation prepared by:



Debbie Blanchard / Eastern Region
1336 Mark NE
Grand Rapids, MI 49525

Phone: 616-447-2626
Fax: 616-447-2629

Enclosures:

- Purchase Order Waiver Form for Maintenance Renewal
- Maintenance Scope of Work
- Maintenance Agreement Terms & Conditions

Customer Signature:

| | |
|----------------------|------|
| Authorized Signature | Date |
|----------------------|------|

Printed Name & Title

IDENTIX PURCHASE ORDER WAIVER FORM FOR RENEWAL MAINTENANCE

Date: _____

Quotation#: _____

PRIOR TO RECEIVING SERVICE THIS FORM MUST BE FAXED TO:

616-447-2629

This form confirms that the Accounts Payable Department at _____
(name of customer)

does not require a hard copy purchase order or a purchase order number to process payment for this Identix renewal maintenance invoice.

Accordingly, this letter authorizes Identix to bill for parts and labor associated with services rendered per Identix Maintenance Agreement Terms and Conditions Section II, B. a. b. c. and D.

Information contained on the invoice will be sufficient to secure prompt payment of all invoices in accordance with the authorized signature on this waiver form.

Signature

Date

Printed Name and Title

Organization

Bill To Address:

Identix Maintenance Scope of Work

1. Support. In consideration of Customer's timely payment of Annual Maintenance Fees for the applicable service level, Identix shall provide the following Services to Customer:

All Levels

- Unlimited telephone technical support for System hardware and software from the Identix TouchCare™ Support Center (24 hours/7 days per week) via our toll free number.
- TouchCare™ Support Center Managed problem escalation, as required, to Identix technical Support staff to resolve unique problems. This does not include support for Customer provided communication networks.

24/7 Coverage

- Telephone response to service calls will be made within one (1) hour from the time the service call was received and Help Desk Support will attempt issue resolution prior to Field Service Engineer dispatch.
- On site maintenance coverage seven days, 24 hours (including Holidays). On site response by an Identix Field Service Engineer will occur within four (4) hours of Field Service Engineer dispatch in a 100 mile radius of an authorized Identix service location. (24 hours for remote customers), all on a "best efforts" basis.

9/5 Coverage

- Telephone response to service calls will be made within four (4) hours from the time the service call was received and Help Desk Support will attempt issue resolution prior to Field Service Engineer dispatch.
- On site maintenance coverage during weekdays (holidays excluded) during normal business hours (8:00 A.M. to 5:00 P.M. M-F). On site response by an Identix Field Service Engineer will occur within eight (8) working hours in a 100 mile radius of an authorized Identix service location. (24 hours for remote customers), all on a "best efforts" basis during normal working hours. After hour visits will be billed on a time and material basis. Support provided on a "best effort" basis within 48 hours of a call for service.

Helpdesk Coverage

- Telephone response to service calls will be made within four (4) hours from the time the service call was received and Help Desk Support will attempt issue resolution.
- If required, customer site visit by an Identix Field Service Engineer will be provided at current time and travel rate. Support provided on a "best efforts" basis within 48 hours of a call for service.

* "Best Effort" basis provides reasonable response subject to delays, such as extreme traffic conditions, acts of God, weather, air travel postponements and other delays that may occur that are out of the control of the responding agent.

2. Parts. Identix will furnish all parts, boards, and components necessary for the service and maintenance of equipment covered by this agreement. Defective parts replaced by Identix during the performance of maintenance shall become the property of Identix. Consumable parts (i.e., platens, toner cartridges, charge rollers, etc.) will be replaced at the customer expense and are not included in this agreement.

3. Access to Equipment. Identix Field Service Engineer will be provided with full and free access to the equipment and a safe environment in which to work.

4. Maintenance Service. Maintenance services covered by this agreement do not include maintenance, repair, or replacement of damaged parts resulting from the client's movement of equipment, environmental conditions, acts of God, accident, neglect, operator or other misuse, or negligence. Upon request, Identix may agree to perform such excluded services in accordance with its current rates for time, travel, mileage, expenses and replacement materials. Other services outside the scope of work as defined above require a purchase order before commencing work per Identix Maintenance Agreement Terms and Conditions Section II (B).

5. Printer Coverage: Identix will provide maintenance services for system printers covered by an ongoing, contiguous Maintenance Agreement. System printers not on a current maintenance contract (expired over 30 days) may be denied current or future coverage due to lack of repair parts or end-of-life determination by the manufacturer.

IDENTIX Maintenance Agreement Terms and Conditions

I. GENERAL SCOPE OF COVERAGE

Subject to payment of the Annual Maintenance Fees set forth in the written Identix Incorporated ("Identix") Maintenance Agreement Quotation to customer ("Customer"), Identix, or its authorized agents or subcontractors, shall provide the system ("System") maintenance services ("Services") set forth herein (this "Agreement") and in the written Identix Maintenance Scope of Work ("Scope of Work") attached hereto. The Maintenance Agreement, Quotation and Scope of Work are hereby incorporated into this Agreement by this reference.

II. EXCEPTION TO COVERAGE

A. Damage to the System or its parts arising out of misuse, abuse, negligence, attachment of unauthorized components (including software), or accessories or parts, use of sub-standard supplies, or other causes beyond Identix' control are not covered and may subject Customer to a surcharge or to cancellation of this Agreement. In addition, Identix may terminate this Agreement in the event the System is modified, damaged, altered, moved or serviced by personnel other than those employed/contracted by Identix, or if parts, accessories, or components not authorized by Identix are fitted to the System.

B. Out of scope services as defined on the accompanying Scope of Work requires a purchase order prior to commencement of work. Identix has no obligation to perform out of scope services without a purchase order accepted by Identix. Notwithstanding the foregoing, as a courtesy to customer, Identix may proceed without a purchase order upon signature of Identix' Purchase Order Waiver Form (example attached) which will obligate customer for payment in full of services rendered.

C. Any equipment not registered under this Agreement at time of purchase will be required to have a pre-maintenance inspection before it will be accepted under this Agreement. This inspection will also be required if the current Agreement has expired by more than thirty (30) days. This inspection will be billed at the rate of \$900 per system plus travel expenses and parts (if any required).

D. Any unauthorized modification of the System by the Customer will void the terms of this Agreement with no rebate.

III. SERVICE CALLS

Service calls under this Agreement will be made at the installation address identified in the Maintenance Agreement Quotation or as otherwise agreed to in writing. Identix service personnel (or those contracted by Identix) will not handle, disconnect, or repair unauthorized attachments or components. In addition to service calls made at the installation address, the Customer may request technical support from the Touchcare™ Support Center by calling 1-888-HELP-IDX or 1-800-932-0889.

IV. REPAIR AND REPLACEMENT OF PARTS

All parts necessary to the operation of the System, with the exception of the parts listed in Section II (C) above, and subject to the general scope of coverage, will be furnished free of charge during a service call included in the maintenance service provided by this Agreement. All parts will be furnished or an exchange basis and will be new standard parts or parts of equal quality. All parts removed for replacement become the property of Identix.

V. TERM AND TERMINATION

This Agreement shall become effective upon receipt by Identix of the Annual Maintenance Fee provided on the Maintenance Agreement Quotation document and shall continue for one (1) full year from the date of most installation or previous expiration date, whichever is applicable. The Agreement shall be automatically renewed for successive similar periods subject to the receipt by Identix of the Annual Maintenance renewal authorization in effect at the time of renewal, provided that the Customer is not in default and provided that the System has not reached its "end of life" for support as designated by Identix. In addition to any other rights under this Agreement, either party may terminate this Agreement at any time by giving thirty (30) days prior written notice to the other party, and the unused portion of the maintenance will be refunded (except as otherwise noted).

VI. CHARGES

The initial fee for Services under this Agreement shall be the amount set forth as the Annual Maintenance Fee in the Maintenance Agreement

Quotation. The Annual Maintenance Fee with respect to any renewal term will be Identix current rates in effect at the time of renewal. Customer agrees to pay the total of all charges for Services annually in advance within thirty (30) days of the date of Identix' invoice for such charges. Customer understands that alterations, attachments, specification changes, or use of sub-standard supplies that cause excessive service calls, may require an increase in Service fees or a termination of this Agreement at the election of Identix, and Customer agrees to pay such charges promptly when due.

VII. BREACH OR DEFAULT

If Customer does not promptly pay charges for Services or parts as provided hereunder when due:

A. Identix may refuse to service the System; and

B. Identix may provide service at current (non contract/per call) rates on a COO basis. Customer agrees to pay Identix' costs and expenses of collection including the maximum attorneys' fee permitted by law (said fee not to exceed 25% of the amount due hereunder).

Identix equipment is designed to give excellent performance when used and maintained in a proper manner. If the Customer abuses the System in such a way as to cause abnormally frequent service calls or service problems, then Identix may, at its option, assess a surcharge or terminate this Agreement. In this event, the Customer will, at the option of Identix, be offered service on a "per call" basis at the then current rates.

VIII. LIMITED WARRANTY / DISCLAIMER / LIMITATION OF LIABILITY

Identix shall provide the Services hereunder in a professional and workmanlike manner by duly qualified personnel. EXCEPT FOR THIS LIMITED WARRANTY, IDENTIX HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN REGARD TO THE SERVICES, SOFTWARE, AND ANY OTHER GOODS PROVIDED HEREUNDER. IN NO EVENT SHALL IDENTIX AGGREGATE LIABILITY TO CUSTOMER ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, UNDER ANY CAUSE OF ACTION OR THEORY OF RECOVERY, EXCEED THE TOTAL NET PROCEEDS FOR THE SERVICES ACTUALLY PAID BY CUSTOMER TO IDENTIX IN THE TWELVE (12) MONTHS PRIOR TO THE DATE THE CUSTOMER'S CAUSE OF ACTION AROSE. IN NO EVENT SHALL IDENTIX BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE, LOSS OF DATA, LOSS OF USE OF THE SYSTEM, AND COSTS OF RECREATING LOST DATA), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ACTION, REGARDLESS OF FORM, MAY BE BROUGHT BY CUSTOMER MORE THAN TWO (2) YEARS AFTER THE DATE THE CAUSE OF ACTION AROSE.

IX. LIMITED LICENSE TO SOFTWARE PATCHES AND UPGRADES.

If Customer is entitled to receive software patches or upgrades under the terms of this Agreement ("Software"), the Customer shall have a limited, non-exclusive, non-transferable, non-sublicensable right to use the machine readable format of the Software internally for the sole purpose of providing maintenance support and testing on products and/or systems purchased by the Customer from Identix. Nothing in this Agreement shall be deemed to grant to Customer any right or authority, by license, implication, estoppel or otherwise, to (and Customer agrees that it shall not) directly or indirectly modify, manufacture, copy, license, sublicense, sell or otherwise distribute the Software (or any portion thereof), or otherwise commercially exhibit the Software in any way whatsoever. Customer covenants and agrees that it shall not, directly or indirectly, create derivative works from the Software or reverse engineer, disassemble and/or decompile all or any portion of the Software.

X. MISCELLANEOUS

This Agreement shall be governed by and construed according to the laws of the State of Illinois, excluding its conflict of laws provisions. This Agreement constitutes the entire agreement between the parties and may not be modified except in writing signed by duly authorized officers of Identix and the Customer. This Agreement may not be assigned by the Customer to a third party without the prior written consent of Identix.

INTEGRATED JUSTICE INFORMATION SERVICES (IJIS)
MASTER CONSULTING SERVICES AGREEMENT

WORK ORDER #13

This is a Work Order which defines certain Services to be performed by Northrop Grumman Space and Mission Systems Corporation, hereinafter referred to as "NORTHROP GRUMMAN", in accordance with the terms and conditions of that certain Master Consulting Services Agreement between McLean County, Illinois ("the COUNTY") and Northrop Grumman.

Consulting Services Topic:

McLean County Integrated Justice Information, Northrop Grumman Mission Systems Proposal No. 1F436.000, Civil Case Management Proposal dated 27 August 2003.

Objectives of Consulting Services:

To provide professional services to perform the Phase 1 elements (Bond Management; Civil Case Relationships and Statuses; and Juvenile Case Management), and initiate Phase 2 as set forth in Northrop Grumman Mission Systems Proposal No. 1F436.000 dated 27 August 2003.

Location of Consulting Services:

At the offices of the COUNTY, NORTHROP GRUMMAN corporate offices, and such other facilities necessary or useful for the implementation of the E*Justice System.

Activities to be performed:

NORTHROP GRUMMAN will perform the following services:

- Perform Phase 1 elements and deliver the Deliverable Materials set forth below, all as set forth in Northrop Grumman Mission Systems Proposal No. 1F436.000 dated 27 August 2003.
- Initiate Phase 2 as defined in Northrop Grumman Mission Systems Proposal No. 1F436.000 dated 27 August 2003. No Deliverable Materials are associated with this task.

Deliverable Materials:

The following Deliverable Materials shall be prepared in Northrop Grumman format and delivered to the County under this Work Order:

- Phase 1 software enhancements to the E*Justice System approved by the

County for Bond Management Changes, Civil Case Relationships and Statuses, and Juvenile Case Management.

- User Manual update for Phase 1 software enhancements to the E*Justice System approved by the County for Bond Management Changes, Civil Case Relationships and Statuses, and Juvenile Case Management.
- System Administration Manual update for Phase 1 software enhancements to the E*Justice System approved by the County for Bond Management Changes, Civil Case Relationships and Statuses, and Juvenile Case Management.
- One (1) training class of not more than five (5) days in duration for software enhancements to the E*Justice System approved by the County for Bond Management Changes, Civil Case Relationships and Statuses, and Juvenile Case Management.
- Training materials (for COUNTY end users, computer operations, technical development and support personnel, etc.). Such materials shall include on-line "help" materials, training syllabuses and other related materials, as determined by Northrop Grumman.

Work Order Price:

In accordance with Attachment 2 (Pricing and Milestone Payments) of the Northrop Grumman Mission Systems Proposal No. 1F436.000 dated 27 August 2003, the price for this Work Order is \$700,000 (Seven Hundred Thousand Dollars).

Price/Invoice and Payment:

NORTHROP GRUMMAN will invoice the COUNTY for \$700,000 (Seven Hundred Thousand Dollars) during the term of this work order on a monthly basis, on or about the first of each month, in the amounts set forth in Attachment 2 (Pricing and Milestone Payments) of Northrop Grumman Mission Systems Proposal No. 1F436.000 dated 27 August. The price for the services rendered and or supplies delivered under this Work Order are exclusive of all federal, state and local taxes applicable to the sale of these services or products.

The COUNTY agrees to make payment NET 30 days after receipt of an accurate invoice. Invoice shall be submitted containing the following information as a minimum:

- (a) Basic Agreement Number and Work Order Number
- (b) Name and address of Contractor
- (c) Invoice number, date, and total amount billed
- (d) Payment will be mailed to: FIRST UNION BANK
NORTHROP GRUMMAN
ACCOUNT # 01310801
P.O. BOX 8500-S-6365
PHILADELPHIA, PA 19178-0001

Completion Date:

After execution of this agreement, the Services in this Work Order shall begin on or before January 1, 2004 and shall be completed by December 31, 2004.

Any additional support services or consulting services (Change Orders) shall be mutually agreed to in scope by NORTHROP GRUMMAN and the COUNTY and shall be performed by NORTHROP GRUMMAN at the Hourly Rate for Professional Services as set forth in the Schedule of Rates of Professional and Support Staff current at the time of the Change Order.

This Agreement shall become effective on the date the second of the two Parties to sign executes this Agreement below.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day, month, and year set forth below.

NORTHROP GRUMMAN SPACE &
MISSION SYSTEMS CORP.
12011 Sunset Hills Road
Attn: VAR1/6C38
Reston, VA 20190

McLEAN COUNTY, ILLINOIS
104 West Front Street
Bloomington, IL 61701

Richard A. Wallace 27 Oct 03
Signature / Date

Signature / Date

RICHARD A. WALLACE
Printed or Typed Name

Printed or Typed Name

Contracts Manager
Title

Title

AGREEMENT NUMBER: _____

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

NORTHROP GRUMMAN SPACE AND MISSION SYSTEMS CORP.

AND

MCLEAN COUNTY, ILLINOIS

This Agreement, effective upon signature by both parties, is entered into by and between Northrop Grumman Space and Mission Systems Corp., operating through Northrop Grumman Mission Systems, a corporation organized under the laws of the State of Ohio and having a location at 410 17th Street, Suite 1500, Denver, Colorado 80202 (hereinafter referred to as "Northrop Grumman") and the McLean County, Illinois, having offices at 104 W. Front Street, RM 701, Bloomington, IL 61702 (hereinafter known as "County"). The contents of this Agreement establish the conditions under which professional services shall be furnished to the County by Northrop Grumman.

1. THE SERVICES

Northrop Grumman shall render to the County professional services and advice of such nature, for such purposes, and at such times as are mutually agreed upon by the parties hereto. All such services shall be rendered at the County or at such other place(s) as may be determined by Northrop Grumman and with the consent of the County. Services shall be as described in individual Work Orders issued hereunder for each assignment.

Northrop Grumman will respond to County requests for service within 2 hours of initial call for service during normal business hours (0800-1700 central) and by next business day if after hours, weekend, or holiday. Reasonable attempts will be made to accommodate urgent requests. Response may be a call back by a technical support representative and/or an on-site visit.

2. TERM

The professional services hereunder shall be performed, when required by the County, during the period of 7 August 2003 through 31 January 2007. However, it is understood and agreed that this Agreement, and the professional services provided hereunder, may be terminated at will prior to the completion of said term. The County shall notify Northrop Grumman in writing thirty (30) days in advance of any such termination.

3. COMPENSATION AND REIMBURSEMENT

A. The County shall be liable to Northrop Grumman for professional services rendered, including Administration Support services (2 hours per invoice period). Northrop Grumman will invoice on a time and materials basis in accordance with rates specified in Attachment A hereto, Rate Schedule, for time actually expended by Northrop Grumman during the period in performance of services under this Agreement. Northrop Grumman will invoice in accordance with section B below. If the County's authorized representative requests in writing that Northrop Grumman travel in fulfillment of this Agreement or incur other expenses, the County shall reimburse Northrop Grumman for such costs, based on Northrop Grumman's documented actual expenditures or as specifically stated in the Work Order. Reimbursement for air or rail travel is limited to coach accommodations. Travel expenses should be in accordance with rates found in the Joint Travel Regulations, which may be located on the internet at www.dtic.mil/perdiem/pdrform.html. Local travel doesn't apply and will not be reimbursed.

B. Northrop Grumman shall invoice monthly for actual services performed, including an Administration Support services (2 hours per invoice period). Invoices shall be submitted on Northrop Grumman's letterhead specifying: (i) the Northrop Grumman Program Manager; (ii) the order number and dates covered in this invoice; (iii) a brief description of specific Services performed, work products/deliverables, i.e., reports, briefings, presentations, etc, and to whom delivered; and (iv) details and support documentation of actual travel and other reimbursable expenses. Submission of invoice shall constitute a certification that the Northrop Grumman has complied with the terms and conditions of this Agreement, the specific Work Order under which the invoice is submitted, and certification of compliance with all laws, regulations, and the County policies referenced herein. Invoices shall be paid to Northrop Grumman within thirty (30) days from the County's receipt of properly completed invoice.

C. Northrop Grumman shall be solely responsible for reporting and paying all federal, state, and local taxes arising from the performance of this Agreement, including but not limited to: (a) federal and state income taxes; (b) federal self-employment taxes; and (c) state and local business taxes. Northrop Grumman shall indemnify and hold the County harmless from any assessments plus penalties paid by the County to federal, state, or local tax authorities resulting from Northrop Grumman's failure to pay such tax/withholdings.

4. INDEPENDENT NORTHROP GRUMMAN RELATIONSHIP

A. In the performance of such Services, Northrop Grumman's relationship to the County is that of an independent contractor and nothing herein shall be construed as creating any other relationship.

B. Northrop Grumman is generally free to perform the services in any manner desired, subject to satisfactory completion of the task. The County reserves the right to require compliance with specific guidelines in order to assure that the product complies with the requirements of the County.

C. This Agreement is non-exclusive on the part of Northrop Grumman. Northrop Grumman is free to provide services to other parties as long as activities do not interfere with Northrop Grumman's satisfactory and timely completion of the contracted task.

5. HIRING OF EMPLOYEES

During the term of this Agreement, and for the period of twelve (12) months thereafter, Northrop Grumman shall not directly recruit or solicit for employment, any technical or professional employee of the County's related to this Agreement without the prior written approval of the County.

6. PROPRIETARY RIGHTS IN CUSTOM SOFTWARE

A. Any CUSTOM SOFTWARE developed and delivered by Northrop Grumman shall be deemed a "work made for hire" under the copyright laws of the United States and Northrop Grumman agrees to execute any documents necessary to vest full title and ownership of such CUSTOM SOFTWARE with the County.

B. Northrop Grumman reserves unrestricted rights including a royalty-free license in perpetuity in any ideas, concepts, techniques and methodologies developed or formulated during performance hereunder.

C. The County grants to Northrop Grumman an exclusive, unrestricted, royalty-free, world-wide license in perpetuity to possess, use in any manner, reproduce, and market and re-license CUSTOM SOFTWARE to third parties, whether for a fee or not, solely as determined by Northrop Grumman with no right of accounting to the County.

7. LIMITATIONS ON USE OF DATA AND INFORMATION

A. During the term of this Agreement it may be necessary for the County to transfer to Northrop Grumman information of a proprietary nature. Proprietary information will be clearly identified in writing by the County at the time of disclosure. Oral disclosure, when necessary, shall be clearly identified as proprietary at the time of the disclosure and shall be reduced to writing within thirty (30) days.

B. Northrop Grumman agrees that it will use the same reasonable efforts to protect such information as are used to protect its own proprietary information. Disclosures of such information shall be restricted to those individuals who are directly participating in the efforts identified herein.

C. Northrop Grumman shall not make any reproduction, disclosure, or use of such proprietary information except as follows:

- (1) Such data furnished by the County may be used by Northrop Grumman in performing its obligations under this Agreement.
- (2) Such data may be used in accordance with any written authorization received from the County.

D. The limitations on reproduction, disclosure, or use of proprietary information shall not apply to, and Northrop Grumman shall not be liable for reproduction, disclosure, or use of proprietary information with respect to which any of the following conditions exist:

- (1) If the information has been developed independently by the party receiving it, or has been lawfully received from other sources, including the Client, provided such other source did not receive it due to a breach of this Agreement or any other agreement.
- (2) If the information is published by the party furnishing it or is disclosed by the party furnishing it to others, including the Client, without restriction, or it has been lawfully obtained by the party receiving it from other sources, including the Client, or such information otherwise comes within the public knowledge or becomes generally known to the public.
- (3) If any part of the proprietary information has been or hereafter shall be disclosed in a United States patent issued to the County, after the issuance of said patent, the limitations on such proprietary information as is disclosed in the patent shall be only that afforded by the United States Patent Laws.

E. Neither the execution and delivery of this Agreement, or the furnishing of any proprietary information by either party shall be construed as granting to Northrop Grumman either expressly, by implication, estoppels, or otherwise, any license under any invention or patent, hereafter owned or controlled by the County.

F. Notwithstanding the expiration of the other portions of this Agreement, the obligations and provisions of this paragraph shall continue for a period of two (2) years from the expiration or other termination of this Agreement.

8. STANDARDS OF CONDUCT AND CONFLICTS OF INTEREST

A. In performing work under this Agreement, Northrop Grumman agrees to comply with provisions of the County policies relating to standards of conduct and to ethical business practices.

B. In performing work under this Agreement, Northrop Grumman agrees to comply with applicable laws and regulations, and not make improper payments or engage in unlawful conduct. Northrop Grumman further agrees that the services to be performed under this Agreement shall not result in conflict of interest prohibited by the laws of the United States or other jurisdictions. The Agreement shall terminate immediately and all payments due shall be forfeited if, in rendering services hereunder improper payments are made, unlawful conduct is engaged in, or any part or remuneration payable under the Agreement is used for an illegal purpose. Additionally, no remuneration shall be payable if such payment is prohibited by any law, regulation, or decision of any applicable government or agency thereof.

9. **LIQUIDATED DAMAGES**

In no event shall Northrop Grumman be liable for liquidated damages of any kind whatsoever.

10. **DISPUTES**

The parties to this Agreement shall exercise their best efforts to settle all disputes arising from this Agreement. If consensus cannot be reached, the parties shall be free to exercise any legal or equitable remedies, which may be available under this Agreement and the law applicable thereto. Notwithstanding the foregoing, Northrop Grumman shall proceed diligently with the performance of this Agreement, pending final decision of a dispute hereunder.

11. **INDEMNITY**

Northrop Grumman shall indemnify and hold harmless the County from and against all claims arising in favor of any person, firm or corporation on account of personal injury or property damage in any way resulting from the negligent acts of Northrop Grumman, its employees or agents.

Northrop Grumman's total liability under this Agreement for any reason is limited to the final value of the Agreement. Notwithstanding any other provision of the Agreement, in no event will Northrop Grumman be liable to the County for consequential, special, indirect, or incidental damages.

12. **INSURANCE**

Northrop Grumman shall procure and maintain the following types of insurance and coverage during the term of this Agreement:

| TYPE OF INSURANCE | MINIMUM AMOUNT | |
|--|---|---|
| (a) Workmen's Compensation | Statutory limits in accordance with the requirements of the applicable laws of the jurisdiction (State or Commonwealth) in which work is to be performed. | |
| (b) Employer's Liability | | |
| Bodily Injury By Accident | \$100,000 | Each Accident |
| Bodily Injury By Disease | \$100,000 | Policy Limit |
| Bodily Injury By Disease | \$100,000 | Each Employee |
| (c) Commercial General Liability, include coverage for Contractual liability, coverage for the use of independent products and completed operations. | \$1,000,000 | Bodily Injury and Property Damage CSL Per Occurrence |
| | \$1,000,000 | Bodily Injury and Property Damage CSL Gen. Aggregate |
| (d) Automobile Liability, including coverage for owned, hired, leased, rented, and non-owned vehicles. | \$1,000,000 | Bodily Injury and Property Damage CSL Per Accident |

All insurance evidenced by this Agreement shall be with insurers licensed to do business in the state(s) where the service is being performed. If any work provided for or to be performed under this Agreement is subcontracted by Northrop Grumman, Northrop Grumman shall require the subcontractor(s) to maintain insurance equivalent to that which is provided.

Northrop Grumman shall promptly furnish, if requested by the County, certificates or insurance providing proof of the foregoing insurance. Northrop Grumman shall notify in writing at least thirty (30) calendar days prior to cancellation of, or any material change of such coverage.

13. ASSIGNMENT

This Agreement contemplates the performance of professional services by Northrop Grumman and is not assignable. Northrop Grumman shall not subcontract any of the Services without the prior written consent of the County, which shall not be unreasonably withheld. However, such consent shall not be required for an assignment or transfer of this Agreement to a corporate affiliate within Northrop Grumman Corporation.

14. HEADINGS/ATTACHMENTS

- A. The headings and titles of this Agreement are inserted only for convenience and shall not affect the interpretation or construction of any provisions.
- B. Attachments are an integrated part of this Agreement.

15. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with the laws of the State of Illinois.

16. ENTIRE AGREEMENT

This Professional Services Agreement is the entire Agreement between the parties hereto which supersedes any prior oral or written Agreements, commitments, understandings, or communication with respect to the subject matter of this Agreement.

THIS AGREEMENT SHALL BECOME EFFECTIVE UPON EXECUTION BY THE COUNTY AND NORTHROP GRUMMAN IN THE PLACES PROVIDED BELOW.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day, month, and year set forth below.

MCLEAN COUNTY, ILLINOIS

NORTHROP GRUMMAN SPACE & MISSION SYSTEMS CORP.

Signature

Richard A. Wallace

Signature

Printed Name

CONTRACTS MANAGER

Printed Name

Date

27 October 2003

Date

ATTACHMENT A

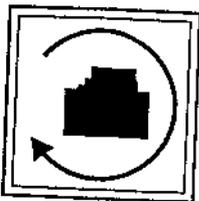
2003 RATE SCHEDULE

(Effective 01 Jan 2003 through 01 Jan 2004)

PERSONNEL ASSIGNMENTS

| <i>EMPLOYEE</i> | <i>POSITION DESCRIPTION</i> | <i>RATE PER HOUR</i> | <i>PERIOD OF PERFORMANCE</i> |
|------------------|-----------------------------|----------------------|----------------------------------|
| Darin Dillard | Sr. Applications Architect | \$ 160 | 01- Jan-2003 through 01-Jan-2004 |
| Sandra Scherrman | Sr. Applications Specialist | \$ 130 | 01- Jan-2003 through 01-Jan-2004 |
| Earl Culpepper | DB Administrator | \$ 135 | 01- Jan-2003 through 01-Jan-2004 |
| Todd Thompson | Project Manager | \$ 160 | 01- Jan-2003 through 01-Jan-2004 |
| Bruce Whitt | Administration Support | \$ 90 | 01- Jan-2003 through 01-Jan-2004 |
| Todd Thompson | Trainer | \$ 160 | 01- Jan-2003 through 01-Jan-2004 |
| | | | |

Changes and/or additions to personnel assignments will be made in writing.



McLEAN COUNTY REGIONAL PLANNING COMMISSION
211 WEST JEFFERSON STREET • BLOOMINGTON, ILLINOIS 61701 • PHONE: 309-828-4331 • FAX: 309-827-4773 • WWW.MCPLAN.ORG

November 5, 2003

Mr. John Zeunik, County Administrator
McLean County Law & Justice Center
104 West Front Street
Bloomington, IL 61701

Re: Revised Regional Planning Service Agreement

Dear John:

Enclosed please find two (2) copies of the revised Regional Planning Service Agreement for the fiscal year July 1, 2003 through June 30, 2004. After the agreements have been signed, please return one copy of the agreement. An invoice for the appropriate amount is also enclosed.

Please call if you have any questions. Thank you.

Sincerely,

Paul E. Russell, AICP
Executive Director

PER:tlc

REGIONAL PLANNING SERVICE AGREEMENT

This agreement is entered into as of this 1st day of July, 2003, by and between the McLean County Regional Planning Commission (hereinafter referred to as the "Commission") and the County of McLean (hereinafter referred to as the "County").

The parties do mutually agree as follows:

A. Period of Agreement

This agreement shall remain in full force and effect through June 30, 2004.

B. Long Range Planning Services

The "Commission" shall maintain a permanent professional planning staff capable of performing, or causing to be performed, a long range planning work program including visionary planning and the following activities:

1. Prepare and maintain current base maps for public use.
2. Prepare and maintain statistical data and other information in order to assist public agencies in their development decisions.
3. Attendance at meetings of county, municipal, civic clubs or other groups interested in planning and development.
4. Prepare or coordinate the preparation of applications for Federal or State projects provided that no special studies or analysis need to be made.
5. Prepare or coordinate the preparation of reports which are an integral part of the McLean County Transportation Study; including the Unified Work Program (UWP); the preliminary and final long range transportation plan; and the Transportation Improvement Program (TIP) including plan and program implementation technical assistance.
6. Assist the County in the periodic updating of plans, laws, and ordinances which have a direct relationship to planning and development, including zoning ordinances and subdivision regulations.
7. Assist all governmental departments concerning matters of long range planning and development.
8. Coordinate with the County's short range planner in matters pertaining to the process of developing Plans for the County.

C. Staff

The "Commission" shall employ a Director of the "Commission" and other employees which are necessary and authorized by the budget. It is agreed by all parties that the "County" short range planner will be available to assist the Commission staff to accomplish the activities specified in "B" above.

D. Financing

The County of McLean will cause to be placed in the accounts of the "Commission" the sum of \$19,951.50 for the period July 1, 2003 through December 31, 2003. Upon approval of the Fiscal Year 2004 Adopted Budget by the McLean County Board, the County will remit to the Commission the balance of \$16,317.50 for the period January 1, 2004 through June 30, 2004.

Chairman, McLean County Board

County Clerk, McLean County

Date

Sharon A. McGinnis

Chairman

McLean County Regional Planning
Commission

Paul E. Russell

Executive Director

McLean County Regional Planning
Commission

11/5/03

Date